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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re: HVI CAT CANYON, INC., Debtor.	Chapter 11 Case Case No. 19-12417 (MEW)

DEBTOR'S MOTION SEEKING ENTRY OF AN ORDER UNDER BANKRUPTCY CODE SECTIONS 363(A), (B), (F) AND (M) AND BANKRUPTCY RULES 2002, 6004 AND 9004, AND L.B.R. 6004-1: (I) AUTHORIZING DEBTOR TO SELL PROPERTY KNOWN AS THE REDU ASSET BY PRIVATE SALE; (II) SCHEDULING A HEARING TO APPROVE SUCH SALE; AND (III) APPROVING THE MANNER AND EXTENT OF NOTICE OF SUCH HEARING

TO: THE HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE

HVI Cat Canyon, Inc., as debtor and debtor-in-possession ("Debtor"), in support of Debtor's Motion seeking entry of an Order under sections 363(a), (b), (f) and (m) of title 11 of the United States Code ("Bankruptcy Code"), Rules 2002, 6004 and 9004 of the Federal Rules of Bankruptcy Procedure ("Bankruptcy Rules"), and Rule 6004-1 of the Local Bankruptcy Rules, (i) authorizing Debtor to sell property known as the REDU Asset (as such term is described below) by private sale free and clear of all liens, claims and encumbrances with such liens, claims and encumbrances to attach to the proceeds of sale; (ii) scheduling a hearing to approve such sale; and (iii) approving the manner and extent of notice of such hearing; together with such other and further relief as this Court deems just and proper; and respectfully represents as follows:

BACKGROUND

1. On July 25, 2019, Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Debtor is authorized to continue to operate its business and manage its properties as debtor and debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. An Official Committee of Unsecured Creditors ("Creditors' Committee") was appointed in this chapter 11 case.

2. Debtor is the owner and operator of producing oil and gas interests in California. Debtor owns an approximate 100% working interest and an average 85% net revenue interest in several oilfields in the Santa Maria Valley of Santa Barbara County, North Belridge in Kern County, and Richfield East Dome Unit in Orange County. Debtor's assets include: (a) fee and leased mineral acreage, (b) oil and gas wells, (c) compressor plants, (d) tank batteries, and (e) an extensive pipeline infrastructure. Debtor was formed as a Colorado corporation in 1997 and employs approximately 50 individuals.

3. The Richfield East Dome Unit ("REDU") is located in the Richfield Field in Orange County, California. REDU has had continuous oil production since the field's discovery in the 1920's. The field was unitized in 1969 amongst independent producers, with Texaco as operator. Debtor has been the owner and operator of the REDU Asset since 1999 and without any significant environmental and regulatory impacts.

4. Today, there are a total of 139 wells (85 oil and gas producers and 54 water injectors) within REDU. The field spans approximately 568 mineral acres across three cities: Anaheim, Yorba Linda, and Placentia. These cities are amongst the prestigious residential communities within Orange County. As the population in Southern California grew over the decades, the once-rural properties surrounding REDU were eventually developed with residences

coming as close as possible to REDU's footprint. REDU's operations are a complex array of equipment and pipeline infrastructure that snakes its way through high-end apartment complexes, schools, parks and multi-family dwellings, in densely populated neighborhoods.

5. In December 2017, the California Department of Conservation, Division of Oil, Gas and Geothermal Resources ("DOGGR") – which has oversight of REDU's operations – issued Order No. 1119 to Debtor to stop injection, remediate project issues, take preventative measures, impose a civil penalty and to post a "Life of" bond. The Order has been amended twice since then resulting in Order No. 1119C, as corrections by DOGGR had been made in acknowledgment of Debtor's interim compliance with the Order. However, Debtor's requirement to file a "Life of" bond continues to be required in Order 1119C in the approximate amount of $39 million which is the cost estimated by DOGGR to plug the REDU wells and remediate the subject properties. It is Debtor's understanding that if the REDU Asset were sold pursuant to which a new operator would replace Debtor, DOGGR would waive or cancel the "Life of" bond requirement. Absent such sale, HVI would have to fund $39 million to either post a "Life of" bond in compliance with Order 1119C or, failing such bond posting and having to shut in the field as a result, plug the wells and remediate the properties.

Summary of Purchase Agreement

6. As more fully discussed below, Debtor has signed an Agreement of Sale and Purchase ("Purchase Agreement") with REDU Holdings, LLC ("Buyer") to acquire the REDU Asset for $1.25 million, in its present "as is, where is" condition. In summary, the REDU Asset substantially consists of: (i) all rights, titles and interests of Debtor in and to the oil, gas and mineral leases which comprise the mineral acres; (ii) the wells located on the leases or lands pooled therewith; (iii) various contracts, including exploration, development, operation and maintenance

contracts; (iv) personal property; and (v) surface interests. It is respectfully submitted that the Purchase Agreement be reviewed in its entirety regarding the property to be sold and purchased under the Purchase Agreement. A copy of the Purchase Agreement is annexed as Exhibit "A."

7. Moreover, Buyer has agreed as further consideration to assume all liability arising from its ownership, operation and use of REDU as well as such claims in Order No. 1119C (excluding the claim to pay a civil penalty). To Debtor's knowledge, the new operator who would replace Debtor upon closing the sale is in good standing with DOGGR to take over REDU's operations.

RELIEF REQUESTED

8. Debtor submits this Application seeking entry of an Order under sections 363(a), (b), (f) and (m) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004 and 9004, and Local Bankruptcy Rule 6004-1: (i) authorizing Debtor to sell property known as the REDU Asset by private sale, free and clear of such liens, claims and encumbrances with such liens, claims and encumbrances attaching to the proceeds of sale; (ii) scheduling a hearing to approve such sale; and (iii) approving the manner and extent of notice of such hearing; together with such other and further relief as this Court deems just and proper.

9. Debtor has been engaged in an active marketing campaign for the last 3 years, which included hiring Roth Capital Partners in 2017, in an attempt to solicit and negotiate offers for the purchase of the REDU Asset among other properties. Despite extensive marketing efforts undertaken by Roth Capital Partners over several months, no buyers came forward. Thereafter, Debtor initiated a dialogue with the adjacent Operator – Bridgemark, to acquire the REDU Asset. However, after DOGGR issued Order No. 1119 (its first Order) in December 2017, Bridgemark, who was the only potential buyer of the REDU Asset, declined to proceed.

10. It was not until approximately two months ago, that Debtor received an unsolicited expression of interest from Buyer to purchase the REDU Asset. The dialogue eventually resulted in execution of the attached Purchase Agreement. The prospective purchaser is neither an affiliate nor creditor of Debtor. The negotiations with the prospective purchaser were at arms-length.

11. The offer received from Buyer will enable Debtor to bring much needed funds to the bankruptcy estate while eliminating the potential cost of approximately $39 million to Debtor and its creditors of plugging the wells and remediating the properties. Moreover, approval of the private sale of the REDU Asset will enable DOGGR to waive or cancel the "Life of" bond requirement in Order No. 1119C. While Debtor has appealed Order No. 1119C, the hearing of such appeal is scheduled for August 26 through August 29, 2019 before an Administrative Law Judge. Any ruling to require the "Life of" bond will attach to the REDU Asset, making it essentially impossible for Debtor to sell the properties and, in turn, causing Debtor to plug the wells and remediate the properties at a cost of approximately $39 million.

12. Debtor submits the current offer, subject to this Court's approval, is likely the best and, possibly, the only offer to be received for the purchase of the REDU Asset. With the dearth of interest in the REDU Asset despite marketing efforts previously undertaken by an investment bank retained by Debtor, Debtor believes that making the offer subject to higher and/or better offers will not result in any higher and/or better offer being made for the REDU Asset. Rather, any further delay in the sale of the REDU Asset could result in the loss of the current offer, to the detriment of Debtor's estate and creditors, while potentially saddling Debtor's estate with the significant remediation costs of approximately $39 million. Accordingly, Debtor respectfully requests that the Court approve the attached Purchase Agreement and allow Debtor to consummate

the sale of the REDU Asset in accordance with the express terms set forth in the Purchase Agreement.

13. In addition, Debtor requests the Bankruptcy Court determine Purchaser has acted in good faith and is entitled to the protections of a good faith purchaser under Bankruptcy Code section 363(m). The Purchase Agreement was negotiated by and between Debtor and the Purchaser at arm's length and in good faith. Purchaser has not provided any deposit with respect to the purchase of the REDU Asset.

14. The sale of the REDU Asset to Buyer, pursuant to Bankruptcy Code sections 363(b) and (f) will be free and clear of all liens, claims and encumbrances, if any, with such liens, claims and encumbrances attaching to the proceeds of sale.

BASIS FOR THE RELIEF REQUESTED

15. This Court has jurisdiction to hear this Motion under 28 U.S.C. §§ 157(a) and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (N) and (O). The statutory predicates for the relief requested herein are Bankruptcy Code sections 105, 363(b) and (f), Bankruptcy Rules 2002 and 6004 and Local Bankruptcy Rule 6004-1.

16. Bankruptcy Code section 363(b)(1) provides that "[t]he Trustee, after notice and hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1) and (f). This section is applicable to Debtor pursuant to Bankruptcy Code section 1107(a). The terms of such sale are generally within the sound discretion of the Debtor. *See In re Ionosphere Clubs, Inc*., 100 B.R. 670 (Bankr. S.D.N.Y. 1989)(sale of debtor's airline shuttle assets approved where representing the exercise of independent good faith and non-coerced business judgment by the debtor, the debtor articulated a compelling business reason for

the sale and the price represented fair value). As recognized by the Second Circuit in *In re Lionel Corp.*, 722 F.2d 1063 (2d Cir. 1983), a court may approve a Bankruptcy Code section 363 application after expressly determining from the evidence presented at the hearing, that a good business reason exists to grant such application.

17. In accordance with Bankruptcy Rule 6004(f)(1), sales of property outside of the ordinary course of business may be made by private sale or auction. As set forth herein, based upon the dearth of interest in the REDU Asset, Debtor's ability to realize funds from the sale of the REDU Asset and eliminate significant remedial costs of approximately $39 million to the benefit of its estate and creditors, Debtor believes the sale of the REDU Asset to Buyer by private sale is warranted and in the best interests of the estate and its creditors. Any further delay in the sale of the REDU Asset will only result in Debtor's inability to sell the asset as a result of DOGGR's Orders, while saddling the estate with substantial debt to the detriment of Debtor's estate and its creditors.

18. As set forth herein, Debtor respectfully submits that compelling business justifications exist for approval of the relief requested in this Motion and the sale of the REDU Asset to Buyer in accordance with the Purchase Agreement.

NOTICE OF THE MOTION

19. Notice of this Motion has been provided to (i) the U.S. Trustee (Attn: Serene Nakano, Esq. and Greg M. Zipes, Esq.); (ii) the holders of the five (5) largest secured claims against Debtor; (iii) Pachulski Stang Ziehl & Jones LLP, 780 Third Avenue, 34th Floor, New York, New York 10017; Attn: Robert J. Feinstein, Esq. and Richard E. Mikels, Esq., proposed counsel for the Creditors' Committee; (iv) O'Melveny & Meyers, LLP, 400 South Hope Street, Los Angeles California 90071-2899; Attn: Evan M. Jones, Esq., counsel to secured creditor UBS

AG London Branch; (iv) Quinn Emanuel Urquhart & Sullivan, LLP, 711 Louisiana Street, Suite 500, Houston, Texas 77002, Attn: Patty Tomasco, Esq., counsel for GIT, Inc.; (v) the Internal Revenue Service; (vi) the Environmental Protection Agency and similar state environmental agencies for states in which Debtor conducts business; (vii) the state attorneys general for states in which Debtor conducts business; (viii) DOGGR; and (ix) all persons and entities who have filed Notices of Appearance in this case (collectively, the "Notice Parties"). Debtor submits that, in view of the facts and circumstances, such notice to the Notice Parties is sufficient and proper notice, and no other or further notice need be provided.

WHEREFORE, Debtor respectfully requests that this Court grant this Motion approving the private sale of the REDU Asset to Buyer in accordance with the Purchase Agreement, free and clear of all liens, claims and encumbrances, if any, with such liens, claims and encumbrances to attach to the proceeds of sale, and granting such other and further relief as the Court deems just and proper.

Dated: New York, New York
August 27, 2019

WELTMAN & MOSKOWITZ, LLP
Proposed Attorneys for Debtor/Debtor in Possession

By: */s/ Michael L. Moskowitz*
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EXHIBIT
A

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit - Orange County, CA)

HVI CAT CANYON, INC. ,

as Seller

and

REDU HOLDINGS, LLC

as Buyer

Dated August 19, 2019

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LIST OF EXHIBITS

AGREEMENT OF SALE AND PURCHASE

This Agreement dated August 19th, 2019, is by and between **HVI Cat Canyon, Inc.,** a Colorado corporation (herein called "**Seller**"), and **REDU HOLDINGS, LLC,** a Delaware limited liability company (herein called "**Buyer**");

WITNESSETH:

WHEREAS, Seller is willing to sell to Buyer, and Buyer is willing to purchase from Seller, the Properties, as defined below, all upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual benefits derived and to be derived from this Agreement by each party hereto, Seller and Buyer agree as follows:

ARTICLE 1
DEFINITIONS AND REFERENCES

1.1 Defined Terms. When used in this Agreement, the following terms, whether used in the singular or plural, shall have the respective meanings assigned to them in this **Section 1.1** or in the Section, subsections or other subdivisions referred to below:

"**Agreement**" shall mean this agreement, as hereafter changed, amended or modified in accordance with the terms hereof.

"**Allocated Amount**" shall mean, with respect to any Property, the value allocated to such Property as set forth on **Exhibit 1.1(a).**

"**Business Day**" shall mean any day, other than Saturday, Sunday or other day on which commercial banks in California are authorized or required by law to close.

"**Buyer Indemnitees**" shall have the meanings assigned to such terms in **Section 9.2**.

"**Buyer's Indemnified Claim**" and "**Buyer's Indemnified Claims**" shall have the meanings assigned to such terms in **Section 9.2**.

"**Claims**" shall have the meaning assigned to such term in **Section 4.1(e)**.

"**Closing**" and "**Closing Date**" shall have the meanings assigned to such terms in **Section 6.1**.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Condition of the Properties**" shall have the meaning assigned to such term in **Section 9.1(c)**.

"**Consents**" shall have the meaning assigned to such term in **Section 4.1(s)**.

"**Contracts**" shall have the meaning assigned to such term in **Section 2.1(d).**

"**Conveyance**" shall have the meaning assigned to such term in **Section 6.2**.

"**Effective Date**" shall have the meaning assigned to such term in **Section 6.2**.

"**Encumbrance**" shall mean any lien, mortgage, deed of trust, security interest, or similar encumbrance.

"Environmental Laws" means any and all Laws pertaining to health or the environment as may be interpreted by applicable court decisions or administrative orders, including, without limitation, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Federal Water Pollution Control Act, the Occupational Safety and Health Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Toxic Substances Control Act, the Superfund Amendment and Reauthorization Act of 1986, the Hazardous Materials Transportation Act, the Oil Pollution Act, the Emergency Planning and Community Right-to-Know Act, each as amended, and comparable state and local laws addressing health or the environment and all regulations implementing the foregoing.

"**Excluded Liens**" shall have the meaning assigned to such term in **Section 4.2(a)**.

"**Excluded Properties**" shall have the meaning assigned to such term in **Section 2.2**.

"**Hazardous Substances**" means any substance regulated under Environmental Law or that may give rise to liability under Environmental Law, including but not limited to any substance regulated as "hazardous," "toxic," a "pollutant," a "contaminant," a "waste," or words of similar meaning and regulatory effect.

"**Hedges**" shall have the meaning assigned to such term in **Section 2.2(i)**.

"Hydrocarbons" means all natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, products, crude oil and any other hydrocarbons, whether gaseous or liquids.

"**Income Taxes**" (i) all Taxes based upon, measured by, or calculated with respect to gross or net income, gross or net receipts or profits (including franchise Taxes and any capital gains, alternative minimum, and net worth Taxes, but excluding *ad valorem*, property, excise, severance, production, sales, use, real or personal property transfer or other similar Taxes) and (ii) withholding Taxes measured with reference to or as a substitute for any Tax included in clause (i) above.

"**Indemnifying Party**" shall have the meaning assigned to such term in **Section 9.3**.

"**Indemnitee**" shall have the meaning assigned to such term in **Section 9.3**.

"**Laws**" shall mean all federal, tribal state, municipal, or local statutes, ordinances, laws, rules, orders or regulations.

"**Leases**" shall mean the oil, gas and mineral leases (and any ratifications or amendments to such leases) as set forth in **Exhibit A-1**.

"**Personal Property**" shall have the meaning assigned to such term in **Section 2.1** (e).

"**Post-Closing Taxes**" shall mean any ad valorem and similar Taxes with respect to the Properties and any Tax on production of oil or gas derived from the Properties, in each case, assessed for periods (or portions thereof) beginning on or after the Effective Date.

"**Pre-Closing Taxes**" shall mean any ad valorem and similar Taxes with respect to the Properties and any Tax on production of oil or gas derived from the Properties, in each case, assessed for periods (or portions thereof) ending at or prior to the Effective Date.

"**Preferential Rights**" shall have the meaning assigned to such term in **Section 4.1(t)**.

"**Property**" or "**Properties**" shall have the meaning assigned to such term in **Section 2.1**.

"**Purchase Price**" shall have the meaning assigned to such term in **Section 3.1**.

"**Records**" shall mean and refer to all files, records and data that primarily relate to the ownership, operation or development of the Properties, in Seller's possession, including: (i) land and title records (including abstracts of title, title opinions and title curative documents); (ii) Applicable Contract files; (iii) correspondence related to the matters hereof; (iv) operations, environmental, health and safety, pipeline safety, production, and Tax records (other than those relating to Income Taxes or that relate to Seller's business generally); and (v) facility and well records; *provided, however*, that (A) those items referenced above in this definition that may be subject to a valid legal privilege or to disclosure restrictions, (B) those items referenced above in this definition that are not transferable without payment of additional consideration (and Buyer has not agreed in writing to pay such additional consideration), and (C) all employee files of Seller's employees, in each case, shall be excluded.

"**Routine Governmental Approvals**" shall have the meaning assigned to such term in **Section 4.1(c)**.

"**Seller Indemnitees**" shall have the meaning assigned to such term in **Section 9.1**.

"**Seller's Indemnified Claim**" and "**Seller's Indemnified Claims**" shall have the meanings assigned to such terms in **Section 9.1**.

"**Seller's Knowledge**" and any similar phrase shall mean the actual present knowledge of the persons identified on **Exhibit 1.1(b)**, without any obligation for any independent verification or investigation.

"**Seller's Warranties**" shall have the meaning assigned to such term in **Section 4.2**.

"**Straddle Period**" shall mean any Tax period which begins before, and ends after, the Effective Date.

"**Surface Interests**" shall have the meaning assigned to such term in **Section 2.1(f)**.

"**Survival Period**" shall have the meaning assigned to such term in **Section 11.1**.

"**Tax Benefit**" shall mean an amount by which the Tax liability of the party (or affiliated group of corporations filing a consolidated tax return including the party) is actually reduced (including by deduction, reduction of income by virtue of increased tax basis or otherwise, entitlement to refund, credit or otherwise) plus any related interest received from the relevant taxing authority.

"**Tax Survival Period**" shall have the meaning assigned to such term in **Section 11.1**.

"**Taxes**" shall mean any and all taxes, levies, imposts, duties, assessments, charges and withholdings and similar charges imposed or required to be collected by or paid over to any governmental authority, including any interest, penalties, fines, assessments or additions imposed with respect to the foregoing other than income, franchise, net worth and employment taxes.

"**Wells**" shall have the meaning assigned to such term in **Section 2.1(b)**.

ARTICLE 2
PROPERTY TO BE SOLD AND PURCHASED

2.1 Properties. Save and except for the reservations and exceptions contained in **Section 2.2**, Seller agrees to sell and Buyer agrees to purchase, for the consideration hereinafter set forth, and subject to the terms and provisions herein contained, the following described properties, rights and interests:

(a) All rights, titles and interests of Seller in and to the Leases; and

(b) All rights, titles and interests of Seller in and to the Hydrocarbons, oil, condensate, natural gas, salt water disposal, or water wells located on the Leases or lands pooled therewith, including without limitation, those listed on **Exhibit A-2** (the "**Wells**"); and

(c) All rights, titles and interests of Seller in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders and in and to the properties covered and the units created thereby (including all units formed under orders, rules, regulations, or other official acts of any federal, state, or other authority having jurisdiction, voluntary unitization agreements, designations and/or declarations) relating to the properties described in paragraphs (a) and (b) above; and

(d) All rights, titles and interests of Seller in and to all presently existing and valid production sales (and sales related) contracts, operating agreements, and other agreements and contracts which relate to any of the properties described in paragraphs (a), (b) and (c) above, or which relate to the exploration, development, operation, or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto; and all such agreements and contracts are collectively "**Contracts**"); and

(e) All rights, titles and interests of Seller in and to all materials, supplies, machinery, equipment, improvements and other personal property and fixtures (including but not by way of limitation, all Wells, wellhead equipment, pumping units, pipelines, flowlines, gathering lines and systems, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) which relate to any of the properties described in paragraphs (a), (b) and (c) above (collectively "**Personal Property**"); and

(f) To the extent transferable, all rights, titles, and interests of Seller in and to all easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in paragraphs (a), (b) and (c) above, or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto) (collectively **"Surface Interests"**); and

(g) To the extent transferable, all licenses, permits, contracts, pooling, unitization, joint operating agreements, processing agreements, division orders, rental agreements, equipment lease agreements, and all other agreements of any kind, including but not limited to those identified in **Exhibit A-3**, INSOFAR AND ONLY INSOFAR as the foregoing directly relate to or attributable to the Leases, Wells, Surface Interests, or Personal Property, the ownership or operation thereof, or the production, treatment, processing, compression, sale, transportation, gathering, storage, sale, or disposal of hydrocarbons; and

(h) All original records directly relating to the Leases, Surface Interests, Personal Property, and Agreements in the possession of Seller; and

(i) To the extent transferable, all rights, titles and interests of Seller in and to the carbon credits and air emission reduction credits, if any.

The properties, rights and interests specified in the foregoing subsections (a) through (i) and except for the Excluded Properties, are herein sometimes collectively called the "**Properties**" and individually a "**Property.**"

2.2 <u>Excluded Properties</u>. The Properties do not include, and there is hereby expressly excepted and excluded therefrom and reserved to Seller:

(a) All rights and causes of action in favor of Seller arising, occurring or existing prior to the Effective Date with respect to the Properties or production from the Properties (including, but not limited to, any and all royalties, contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Seller and relating and accruing to any time period prior to the Effective Date);

(b) All corporate, financial, tax and legal (other than title) records of Seller, or operator;

(c) All contracts of insurance or indemnity in favor of Seller, or any operator, bonds, letters of credit and guarantees of Seller or any operator;

(d) Any refund or claim for refund of costs, taxes or expenses borne by Seller attributable to the period prior to the Effective Date together with any interest due thereon to the extent they relate to the Properties, if any, together with any audit rights related thereto;

(e) Properties excluded from the purchase and sale contemplated by this Agreement under **Section 2.2**;

(f) All deposits, cash, checks, funds and accounts receivable or received attributable to Seller's interests in the Properties with respect to any period of time prior to the Effective Date;

(g) Any logo, service mark, copyright, trade name or trademark of or associated with Seller or any affiliate of Seller or any business of Seller or of any affiliate of Seller;

(h) Any seismic records and surveys, gravity maps, electric logs, geological or geophysical data and records that cannot be transferred without the consent of or payment to any third party unless such consent is obtained or Buyer elects to make such payment;

(i) All hedges, swaps, futures, collars, puts, calls, caps, options and other derivative-based contracts or transactions ("**Hedges**") including all proceeds derived from, related to or in connection with such contracts and transactions; and

(j) All of Seller's computers, including software and software licenses, and all vehicles leased by Seller located on the Properties.

The rights and interests specified in the foregoing subsections (a) through (j), inclusive, of this **Section 2.2** are collectively referred to as the "**Excluded Properties.**" It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

ARTICLE 3
PURCHASE PRICE

3.1 Purchase Price. The purchase price for the Properties shall be One Million Two Hundred and Fifty Thousand dollars (U.S. $1,250,000.00) (the "**Purchase Price**"). Buyer and Seller have allocated the Purchase Price among the Properties as set forth on **Exhibit 1.1(a)**. Buyer shall pay Seller the Purchase Price in cash at the Closing as hereinafter provided.

3.2 Tax Matters. Seller and Buyer agree that they shall allocate the Purchase Price among the Properties for tax purposes in a manner consistent with Section 1060 of the Code and the Treasury Regulations promulgated thereunder and in accordance with the allocation set forth on **Exhibit 3.3** which shall be completed by Seller and Buyer at Closing. No later than sixty (60) days after the Closing Date, Seller shall deliver a complete copy of IRS Form 8594 setting forth the proposed allocation of the Purchase Price (the "**Allocation Schedule**") to Buyer for Buyer's review. The Purchase Price allocation may be revised, from time to time, by a mutual written consent of Seller and Buyer, so as to reflect any matters that need updating (including Purchase Price adjustments, if any).

ARTICLE 4
REPRESENTATIONS OF SELLER

4.1 Representations of Seller. Seller represents to Buyer that, as of the date hereof:

(a) Organization and Qualification. Seller is duly organized, legally existing and in good standing under the laws of the State of Colorado. Seller is qualified to do business and is in good standing in the State of California.

(b) Due Authorization. Seller has full governing organizational document power to enter into and perform its obligations under this Agreement and any transaction documents to be delivered by Seller under this Agreement and has taken all proper corporate action to authorize entering into this Agreement and performance of its obligations hereunder.

(c) Approvals. To Seller's Knowledge, neither the execution and delivery of this Agreement or any transaction documents to be delivered by Seller under this Agreement, nor the consummation of the transactions contemplated hereby, nor the compliance with the terms hereof, will result in any default under any agreement or instrument to which Seller is a party or by which the Properties are bound, or violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller or to the Properties, except for notices to, filings with, actions by or approvals required to be obtained from governmental entities which are customarily obtained by Buyer or post-closing ("**Routine Governmental Approvals**") and approval from the U.S. Bankruptcy Court pursuant to the Bankruptcy Proceedings described in Section 4.1(j)

(d) Valid, Binding and Enforceable. This Agreement and any transaction documents to be delivered by Seller under this Agreement constitute (and the Conveyance provided for herein to be delivered at Closing will, when executed and delivered, constitute) the legal, valid and binding obligation of Seller, enforceable in accordance with its terms, except as limited by bankruptcy or other laws applicable generally to creditor's rights and as limited by general equitable principles.

(e) Litigation. There are no (i) pending suits, actions, or administrative proceedings with respect to the Properties in which Seller is a party and has been served other than those listed on **Exhibit 4.1(e)**, (ii) to Seller's Knowledge, pending written demands or claims ("**Claims**") affecting Seller's interest in the Properties, or (iii) to Seller's Knowledge, pending written Claims to enjoin or prohibit the execution and delivery of this Agreement and any transaction documents to be delivered by Seller under this Agreement or the consummation of the transactions contemplated hereby. This **Section 4.1(e)** does not include any matters with respect to the Excluded Properties nor does it include any matters with respect to Environmental Laws or any other environmental matter, which are solely and exclusively addressed in **Section 4.1(n)** of this Agreement.

(f) Material Contracts. To Seller's Knowledge, (a) **Exhibit 4.1(f)** lists all Material Contracts, (b) all Material Contracts are in full force and effect, and (c) neither Seller nor any other person is in default with respect to any of its obligations thereunder. For purposes of this Agreement, "**Material Contract**" means any of the Contracts (other than the Leases): (a) for the sale, exchange, gathering, or other disposition of Hydrocarbons produced from or attributable to Seller's interests in the Properties that is not cancelable without penalty or other material payment on not more than 30 days prior written notice, (b) to sell, lease, farmout or otherwise dispose of any interest in any of the Properties after the date of this Agreement, (c) comprising joint operating agreements, unit operating agreements, exploration agreements, development agreements, area of mutual interest agreements, exchange agreements, and pooling agreements, and (d) comprising guarantees, bonds, letters of credit or similar financial agreements other than Seller's bond to DOGGR. To Seller's Knowledge, Seller is not in material breach of any material contracts and agreements described on **Exhibit 4.1(f)**.

(g) Encumbrances. To Seller's Knowledge, its ownership of Property is subject to no Encumbrance other than an Encumbrance for Taxes which are disclosed in and subject to the Bankruptcy Proceedings described in Section 4.1(j), and not yet due and payable or the validity of which is contested in good faith (such excluded liens are herein called "**Excluded Liens**") and other than Encumbrances listed on **Exhibit 4.1(g).**

(h) Net Revenue Interests / Working Interests. To Seller's Knowledge, Seller's ownership with respect to a Well or Drilling Location listed on **Exhibit A-2:** (i) entitles Seller, at any time during the production life of the Well or Drilling Location involved, to receive a percentage share of the oil, gas and other hydrocarbons produced from, or allocated to, such Well or Drilling Location equal to the percentage share set forth on **Exhibit A-1** as "Net Revenue Interest", (ii) causes Seller to be obligated, at any time during the production life of the involved Well or Drilling Location, to bear a percentage share of the cost of operation of such Well or Drilling Location equal to the percentage share set forth on **Exhibit A-1** as "Working Interest" (unless the share of production from such Well or Drilling Location to which Seller is entitled is proportionately larger than the "Net Revenue Interest" shown for such Well on **Exhibit A-1**), except, in each case, for reduction in "Net Revenue Interest" or increases in "Working Interest" due to (A) the establishment after the date hereof of units, or changes in existing units (or the participating areas therein), whether voluntary or by order, (B) the exercise or reversion after the date hereof of non-consent rights under applicable operating agreements or other contracts, or (C) the entry into pooling, spacing, proration, communitization, unitization or similar agreements after the date hereof.

(i) Taxes. To Seller's Knowledge, other than the Encumbrances described in Section 4.1(g), there are no federal, state or local governmental liens for Taxes on

Seller's interests in the Properties except for Taxes not yet due and payable, or the validity of which is contested in good faith. Seller has filed or will file all federal, state, local and other Tax returns and reports required to be filed by Seller in connection with its ownership or operations of the Properties, and all such Tax returns and reports are or will be complete and accurate in all material respects. There are no pending or threatened audits, investigations, or claims relating to any additional liability in respect of any Taxes assessed in connection with the ownership or operations of the Properties. There are no extensions or waivers of any statute of limitations with respect to any Taxes assessed in connection with the ownership or operations of the Properties. None of the Properties is subject to Tax partnership reporting requirements under applicable provisions of the Code.

(j) Bankruptcy. Seller is currently in bankruptcy proceedings under chapter 11, case No. 19-12417(MEW) in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Proceedings").

(k) Area of Mutual Interests or Farmout Obligations. To Seller's Knowledge no portion of the Properties is subject to any area of mutual interest agreement, or any farm-out agreement under which a party thereto is entitled to receive assignments not yet made, or any similar agreements.

(l) No Brokers. Seller is a party to an agreement for the payment of a broker's fee in connection with this Agreement and for which Buyer has no liability whatsoever.

(m) No Violation of Laws. Except as set forth on **Exhibit 4.1(m)**, to Seller's Knowledge Seller is not in material non-compliance with or violation of any applicable Laws with respect to the ownership and operation of the Properties. This **Section 4.1(m)** does not include any matters with respect to Environmental Laws or any other environmental matter, which are solely and exclusively addressed in **Section 4.1(n)** of this Agreement.

(n) Environmental Matters. Except as set forth in **Exhibit 4.1(n)**, and excluding obligations or matters associated with well plugging and abandonment, including equipment removal, remediation, and surface restoration activities associated with well plugging and abandonment, which are solely and exclusively addressed in **Section 4.1(r)**:

(i) In the past five (5) years, Seller has not received written notice from any governmental authority or agency arising from its ownership or operation of the Properties alleging a violation of or noncompliance with or liability pursuant to any Environmental Laws that has not already been resolved or disclosed.

(ii) To the Seller's Knowledge, there are no facts, circumstances, conditions or occurrences regarding the Properties that would reasonably be expected to (x) form the basis of a material environmental claim against Seller or, if other than Seller, the operator, (y) require remediation of any release of

Hazardous Substances on, into, or from any Property that would constitute a material liability under any Environmental Law, or (z) cause any Property to be subject to any restrictions under any Environmental Law on the ownership or operation of such Property as currently owned and operated, other than any such restrictions under current Leases or current surface use agreements; and

(iii) Except as to those environmental reports that are subject to legal privilege, Seller has delivered or made available to Buyer copies in Seller's possession of all environmental reports concerning the Properties.

Notwithstanding any other provision in this Agreement, the representations and warranties set forth in this Section **4.1(n)** are the Seller's sole and exclusive representations and warranties regarding environmental matters.

(o) <u>Take or Pay</u>. Seller has not received any pre-payments or buydowns, or entered into any take-or-pay or forward sale agreements, such that Buyer will be obligated after the Effective Date to make deliveries of production without receiving full payment therefore.

(p) <u>Well Locations and Operations</u>. To Seller's Knowledge, each Well has been drilled and completed in a legal location within the boundaries of the appropriate Lease or unit. No Well is subject to penalties or allowables after the date hereof because of any overproduction or violation of applicable laws, rules, regulations, permits, licenses, or judgments. To Seller's Knowledge, all of the units, if any, have been validly formed and are in full force and effect.

(q) <u>Royalties</u>. To the Knowledge of Seller, except as set forth on **Exhibit 4.1(q)** which information has been disclosed as unsecured claims in the Bankruptcy Proceedings, Seller has duly and properly paid, or caused to be duly and properly paid, all material Royalties due by Seller during Seller's ownership of the Properties, with respect to the Properties in accordance with Law and the applicable Lease.

(r) <u>Well Status</u>. Except as set forth on **Exhibit 4.1(r)**, to Seller's Knowledge, Wells that have been plugged and abandoned during Seller's period of ownership have been plugged and abandoned in a manner that complies with applicable Laws and all Permits.

(s) <u>Imbalances</u>. To Seller's Knowledge, except as set forth on **Exhibit 4.1(s)**, there are no material imbalances as of the Effective Date.

(t) <u>Preferential Rights</u>. Except as set forth on **Exhibit 4.1(t)**, to Seller's Knowledge there are no preferential purchase rights, drag-along rights or tag-along rights that are applicable to the consummation of the transactions contemplated by this Agreement by Seller ("**Preferential Rights**"), including the transfer of the Leases and Wells to Buyer.

(u) <u>Required Consents</u>. Except as set forth in **Exhibit 4.1(u)**, as to Routine Government Approvals, to Seller's Knowledge there are no Leases or Wells as to which

Seller must obtain any third party consent in order to effect a legally enforceable and defensible assignment to Buyer ("**Consents**").

4.2 Disclaimers. THE EXPRESS REPRESENTATIONS AND WARRANTIES OF SELLER CONTAINED IN **SECTION 4.1** ABOVE, AND THE SPECIAL WARRANTY OF TITLE (BEING TITLE BY, THROUGH AND UNDER SELLER BUT NOT OTHERWISE) CONTAINED IN THE CONVEYANCE (COLLECTIVELY "**SELLER'S WARRANTIES**"), ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EXCEPT FOR SELLER'S WARRANTIES, SELLER EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING AND EXCEPT FOR SELLER'S WARRANTIES, THE PROPERTIES SHALL BE CONVEYED PURSUANT HERETO WITHOUT (a) ANY WARRANTY OR REPRESENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO (i) TITLE TO THE PROPERTIES, OR THE CONDITION, QUANTITY, OR QUALITY OF THE PROPERTIES, (ii) THE ACCURACY OR COMPLETENESS OF ANY DATA, REPORTS, RECORDS, PROJECTIONS, INFORMATION OR MATERIALS NOW, HERETOFORE OR HEREAFTER FURNISHED OR MADE AVAILABLE TO BUYER IN CONNECTION WITH THIS AGREEMENT, (iii) PRICING ASSUMPTIONS, OR QUALITY OR QUANTITY OF HYDROCARBON RESERVES (IF ANY) ATTRIBUTABLE TO THE PROPERTIES OR THE ABILITY OR POTENTIAL OF THE PROPERTIES TO PRODUCE HYDROCARBONS, (iv) THE ENVIRONMENTAL CONDITION OF THE PROPERTIES, BOTH SURFACE AND SUBSURFACE, OR (v) ANY OTHER MATTERS CONTAINED IN ANY MATERIALS FURNISHED OR MADE AVAILABLE TO BUYER BY SELLER OR BY SELLER'S AGENTS OR REPRESENTATIVES, OR (b) ANY OTHER EXPRESS, IMPLIED, STATUTORY OR OTHER WARRANTY OR REPRESENTATION WHATSOEVER. BUYER SHALL HAVE INSPECTED, OR WAIVED (AND UPON CLOSING SHALL BE DEEMED TO HAVE WAIVED) ITS RIGHT TO INSPECT, THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE OR RELEASE OF HAZARDOUS SUBSTANCES, INCLUDING HAZARDOUS MATERIALS, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS ("**NORM**"). BUYER ACKNOWLEDGES THAT THE PROPERTIES MAY HAVE BEEN USED FOR EXPLORATION, DEVELOPMENT AND PRODUCTION OF HYDROCARBONS AND THERE MAY BE HYDROCARBONS, PRODUCED WATER, WASTES, SCALE, NORM, HAZARDOUS SUBSTANCES OR OTHER SUBSTANCES OR MATERIALS LOCATED IN, ON OR UNDER THE PROPERTIES OR ASSOCIATED WITH THE PROPERTIES. WELLS, PERSONAL PROPERTY, AND REAL PROPERTY INCLUDED IN THE PROPERTIES MAY CONTAIN ASBESTOS, NORM OR OTHER HAZARDOUS SUBSTANCES. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, PIPELINES, MATERIALS AND EQUIPMENT AS SCALE, OR IN OTHER FORMS. THE WELLS, MATERIALS AND EQUIPMENT LOCATED ON THE PROPERTIES OR INCLUDED IN THE PROPERTIES MAY CONTAIN NORM AND OTHER WASTES OR HAZARDOUS SUBSTANCES. NORM CONTAINING MATERIAL OR OTHER WASTES OR HAZARDOUS SUBSTANCES MAY

HAVE COME IN CONTACT WITH VARIOUS ENVIRONMENTAL MEDIA, INCLUDING WATER, SOILS OR SEDIMENT. SPECIAL PROCEDURES MAY BE REQUIRED FOR THE ASSESSMENT, REMEDIATION, REMOVAL, TRANSPORTATION OR DISPOSAL OF ENVIRONMENTAL MEDIA, WASTES, ASBESTOS, NORM AND OTHER HAZARDOUS SUBSTANCES FROM THE PROPERTIES. EXCEPT FOR THE SELLER'S WARRANTIES, SELLER FURTHER DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, OF RIGHTS OF A PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION OR RETURN OF THE PURCHASE PRICE, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT BUYER SHALL BE DEEMED TO BE OBTAINING THE PROPERTIES IN THEIR PRESENT STATUS, AND CONDITION, "AS IS" AND "WHERE IS" WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, LATENT, DISCOVERABLE OR UNDISCOVERABLE), AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE. SELLER DOES NOT COVENANT, PROMISE OR IN ANY OTHER WAY ASSURE THAT BUYER OR WEST ENERGY OPERATING, LLC WILL BE DESIGNATED OPERATOR OF ANY OF THE PROPERTIES, INCLUDING THOSE PROPERTIES WHERE SELLER PRESENTLY OPERATES WELLS. SELLER AND BUYER AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS **SECTION 4.2** ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSE OF ANY APPLICABLE LAW.

4.3 Subrogation. To the extent transferable, Seller will assign to Buyer, its successors and assigns (and Seller will execute, at Buyer's cost, any documentation reasonably necessary to effect such assignment), the full power and right of substitution and subrogation in and to (a) all covenants and warranties (including warranties of title) and (b) all rights to indemnification (including environmental, injury to property or persons (including death or disability)), in each case given or made with respect to the Properties or any part thereof by preceding owners, vendors, contractors or others and to the extent Buyer has assumed liabilities therefor.

ARTICLE 5
REPRESENTATIONS OF BUYER

5.1 Representations of Buyer. Buyer represents to Seller that:

(a) Organization and Qualification. Buyer is duly organized and legally existing and in good standing under the laws of the state in which it was formed and is qualified to do business and in good standing in the State of California. Buyer is also qualified to own and operate oil and gas properties with all applicable governmental agencies having jurisdiction over the Properties, to the extent such qualification is necessary or appropriate or will be necessary or appropriate upon consummation of the transactions contemplated hereby (including WEST ENERGY OPERATING, LLC having met all bonding requirements of such agencies).

(b) Due Authorization. Buyer has full governing organizational document power to enter into and perform its obligations under this Agreement and any transaction documents to be delivered by Buyer under this Agreement and has taken all proper organizational action to authorize entering into this Agreement including obtaining of any necessary resolution by the board of directors or other proper authorization documents for the performance of Buyer's obligations at Closing, and the performance of its obligations hereunder.

(c) Approvals. Neither the execution and delivery of this Agreement or any transaction documents to be delivered by Buyer under this Agreement, nor the consummation of the transactions contemplated hereby, nor the compliance with the terms hereof, will result in any default under any agreement or instrument to which Buyer is a party, or violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer, except for requirements (if any) that there be obtained Routine Governmental Approvals.

(d) Valid, Binding and Enforceable. This Agreement and any transaction documents to be delivered by Buyer under this Agreement constitute (and the Conveyance provided for herein to be delivered at Closing will, when executed and delivered, constitute) the legal, valid and binding obligation of Buyer, enforceable in accordance with its terms, except as limited by bankruptcy or other laws applicable generally to creditor's rights and as limited by general equitable principles.

(e) No Litigation. There are no pending, or threatened to be instituted, suits, actions, or other proceedings in which Buyer is or may be named a party which affect the execution and delivery of this Agreement or any transaction documents to be delivered by Buyer under this Agreement or the consummation of the transactions contemplated hereby.

(f) No Distribution. Buyer is acquiring the Properties for its own account and not with the intent to make a distribution in violation of the Securities Act of 1933 as amended (and the rules and regulations pertaining thereto) or in violation of any other applicable securities laws, rules or regulations.

(g) Knowledge and Experience. Buyer (and/or its shareholders, directors and managers) is an experienced and knowledgeable investor in the oil and gas business and other business and financial matters, and is in the business of purchasing, owning, developing and operating oil and gas properties. Buyer has (and had prior to negotiations regarding the Properties) such knowledge and experience in the ownership and operation of oil and gas properties and financial and business matters as to be able to evaluate the merits and risks of an investment in the Properties. Buyer is able to bear the risks of purchasing and owning the Properties and understands the risks of, and other considerations relating to, a purchase of the Properties as an investment.

(h) Bankruptcy. There are no bankruptcy, reorganization or arrangements proceedings pending, being contemplated by, or to the knowledge of Buyer, threatened against Buyer.

ARTICLE 6
CLOSING

6.1 Closing. The closing (herein called the "**Closing**") of the transaction contemplated hereby shall take place upon the Parties delivery to one another of their respective obligations as set forth in **Sections 6.3(a) and 6.3(b)**, the exchange of which is intended to occur contemporaneously, in the offices of Seller within two (2) business days of later of the U.S. Bankruptcy Court approval and the removal of Encumbrances as set forth in Section 6.2(a), at 10:00 a.m. Pacific Daylight Savings Time, and/or at such other date and time as Buyer and Seller may mutually agree upon in writing (such date herein called the "**Closing Date**"). If Closing does not occur on the Closing Date, then this Agreement shall be null and void and no party shall have any liability hereunder.

6.2 Seller's Closing Obligations. At the Closing, Seller shall:

(a) obtain the approval for Seller to consummate the transaction contemplated hereunder from the U.S. Bankruptcy Court pursuant to the Bankruptcy Proceedings and cause the Encumbrances to be removed;

(b) execute, acknowledge and deliver to Buyer a conveyance of the Properties (the "**Conveyance**"), in the form attached hereto as **Exhibit 6.2(a)** (and with Exhibits hereto, with the working and net revenue interest removed, and such modifications as may be mutually agreed to by Buyer and Seller, being attached thereto, and with a special warranty of title limited to a 2-year period from Closing), effective as to runs of oil and deliveries of gas and for all other purposes as of 7:00 a.m., local time at the locations of the Properties, respectively, on August 1, 2019 (herein called the "**Effective Date**"); in sufficient counterparts to facilitate recording in the applicable county where the Properties are located;

(c) on reasonable forms requested and furnished by Buyer, execute, acknowledge and deliver to Buyer governmental assignments (and governmental changes of operator status including a duly executed DOGGR form OG-030A which includes all facilities and wells to be transfer), all on appropriate forms, as to the Leases and Wells included in the Properties in sufficient counterparts to facilitate filing with the applicable governmental authority;

(d) to the extent requested by Buyer, execute and deliver to Buyer a certificate of non-foreign status of Seller (or if Seller is a disregarded entity, its owner) which meets the requirements of Treasury Regulation Section 1.1445-2(b)(2);

(e) to the extent requested by Buyer, execute and deliver to Buyer letters in lieu of transfer orders (or similar documentation), in form acceptable to both parties; and

(f) execute and deliver to Buyer the Closing Settlement Statement described in **Section 8.2**.

(g) Seller will deliver, all of Seller's Lease files, abstracts and title opinions, division order files, production records, well files, accounting records (but not including general financial accounting or tax accounting records, and records related to transactions prior to the Effective Date), and other similar files and records which directly relate to the Properties being purchased and sold at such Closing. All such files to be provided by Seller shall not include those which Seller cannot provide to Buyer without, in its reasonable opinion, breaching, or risking a breach of, agreements with other parties, or waiving, or risking waiving, legal privilege. Seller shall have the right to retain copies of any such files delivered to Buyer. Buyer, for a period of five (5) years after the Closing, shall make all such files available to Seller (and grant Seller access to same at a location in Buyer's organization) during normal business hours, upon written request by Seller for a proper purpose, and Seller shall have the right to copy at its own expense and retain such copies of the files. If Buyer elects to destroy any of the files before the expiration of such five (5) year period, Buyer shall give to Seller written notice of such intent at least thirty (30) days prior to such destruction, and Seller shall have the option, at the expense of Seller, of having such files delivered to Seller.

6.3 Buyer's Closing Obligations. At the Closing Buyer shall:

(a) deliver to the Seller, by wire transfer of immediately available funds to an account designated by Seller in a bank located in the United States, an amount equal to the Purchase Price calculated in accordance with **Section 8.2**;

(b) execute, acknowledge and deliver to Seller the Conveyance, and governmental assignments (and governmental changes of operator status including a duly executed DOGGR form OG-030A which includes all facilities and wells to be transfer), all on appropriate forms, as to the Leases and Wells included in the Properties in sufficient counterparts to facilitate filing with the applicable governmental authority;

(c) execute and deliver to Seller the documents reasonably necessary for Buyer to assume operations of the Properties operated by Seller including providing evidence that any applicable bonding or other surety requirements have been met;

(d) obtain all necessary consents, approvals or waivers from or with any local, state or federal governmental authority or agency relating to the consummation of the transactions contemplated by this Agreement except to the extent that such consents, approvals or waivers are normally obtained, accomplished or waived after Closing; and

(e) execute and deliver to Seller the Closing Settlement Statement described in **Section 8.2**.

ARTICLE 7
POST CLOSING ACTIONS

7.1 Notifications by Buyer. Immediately after the Closing, Buyer shall notify all applicable governmental authorities, which have jurisdiction over the Properties, that it has purchased the Properties with WEST ENERGY OPERATING, LLC as operator.

ARTICLE 8
ACCOUNTING ADJUSTMENTS

8.1 Adjustments for Revenues and Expenses. The Base Purchase Price shall be adjusted in accordance with the following:

(a) Buyer will bear any costs and expenses which are incurred in connection with the Properties and their operation on or after the Effective Date, and Buyer will receive all proceeds attributable to the Properties on or after the Effective Date;

(b) Seller will bear any costs and expenses which are incurred in connection with the Properties before the Effective Date and Seller will receive all proceeds which were produced from or attributable to the Properties prior to the Effective Date;

(i) all Pre-Closing Taxes with respect to the Properties shall be borne by Seller and all Post-Closing Taxes with respect to the Properties shall be borne by Buyer;

(ii) ad valorem and similar Taxes with respect to the Properties assessed with respect to a Straddle Period shall be prorated based on the number of days during such Straddle Period which fall on each side of the Effective Date (with the day on which the Effective Date falls being counted in the period after the Effective Date);

(iii) Taxes on production of oil or gas derived from the Properties assessed with respect to a Straddle Period shall be allocated to the portion of such Straddle Period in which the production giving rise to such Taxes occurred;

(iv) delay rentals shall be attributable to the date paid and not prorated over the period of such delay;

(v) no consideration shall be given to the local, state or federal Income Tax liabilities of any party;

(vi) adjustment for oil in the tanks shall be made based upon the volume of saleable oil in the tanks deemed above the load line on the Effective Date, based upon Seller's daily gauge reports; and

(vii) Seller shall receive any and all proceeds derived from, related to or in connection with the Hedges and shall also bear any and all costs and expenses related to or in connection with such Hedges.

8.2 Adjustment at Closing. No more than five (5) days prior to the Closing Date, Seller shall provide to Buyer a statement showing its computations of the amount of the adjustments provided for in **Section 8.1** above based on amounts which prior to such time have actually been paid or received by Seller. Buyer and Seller shall agree upon such adjustments prior to Closing.

8.3 Adjustment Post Closing. On or before the fifteenth (15th) day after the Closing, Buyer and Seller shall review any additional information which may then be available pertaining to the adjustments provided for in **Section 8.1** above, shall determine if any additional adjustments should be made beyond those made at Closing (whether the same be made to account for expenses or revenues not considered in making the adjustments made at Closing, or to correct errors made in the adjustments made at Closing), and shall make any such adjustments by appropriate payments from Seller to Buyer or from Buyer to Seller.

8.4 Accruals. Nothing in this **Article 8** shall preclude the use of accruals to estimate expenses and proceeds for purposes of calculating adjustments to the Purchase Price pursuant to this **Article 8** up to the Closing Date.

ARTICLE 9
POST CLOSING OBLIGATIONS

9.1 Assumption and Indemnification By Buyer. From and after the Closing, Buyer shall fully assume, perform, pay and discharge and indemnify and hold Seller and Seller's partners, members, all their affiliates, and all their respective directors, partners, members, officers, employees, attorneys, contractors, subcontractors, insurers, agents, successors and assigns (collectively "**Seller Indemnitees**") harmless from and against any and all claims, actions, causes of action, liabilities, obligations, losses, damages, costs or expenses (including, without limitation, court costs and consultants' and reasonable attorneys' fees) of any kind or character (individually a "**Seller's Indemnified Claim**" and collectively "**Seller's Indemnified Claims**") arising out of or related to:

(a) any misrepresentation or breach of any representation, warranty, covenant or agreement of Buyer contained in this Agreement;

(b) the Properties, and the ownership, operation or use thereof, and any liability, loss, claim or obligation arising thereunder or with respect thereto, but only insofar as such claims arose after the Effective Date (including those arising under the contracts and agreements described in **Section 2.1** above but excluding the Excluded Properties) and such claims that arose prior to the Effective Date in the DOGGR Action (excluding the claim to pay a civil penalty related to injection reporting as alleged therein);

(c) the condition ("**Condition of the Properties**") of the Properties including, without limitation, within such matters all obligations to properly plug and abandon, re-plug and re-abandon, any and all Wells located on the Properties, to restore the surface and subsurface of the Properties and to comply with, or to bring the Properties into compliance with, applicable Environmental Laws or perform any Remediation activities, whether or not required by applicable Environmental Laws, regardless of whether such condition or the events giving rise to such condition arose or occurred before, on, or after the Effective Date; and

THE FOREGOING ASSUMPTIONS AND INDEMNIFICATIONS SHALL APPLY WHETHER OR NOT SUCH DUTIES, OBLIGATIONS OR LIABILITIES, OR SUCH CLAIMS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, LOSSES, COSTS OR EXPENSES ARISE OUT OF (i) NEGLIGENCE (INCLUDING SOLE NEGLIGENCE, SIMPLE NEGLIGENCE, CONCURRENT NEGLIGENCE, ACTIVE OR

PASSIVE NEGLIGENCE, BUT EXPRESSLY NOT INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY INDEMNIFIED PARTY, OR (ii) STRICT LIABILITY.

9.2 Indemnification By Seller. From and after Closing, subject to the Survival Periods and limitations in **Section 11.1**, Seller shall indemnify and hold Buyer and its directors, officers, employees and attorneys, contractors, subcontractors, insurers, and agents (collectively, "**Buyer Indemnitees**") harmless from and against any and all claims, actions, causes of action, liabilities, obligations, losses, damages, costs or expenses (including court costs and consultants' and attorneys' fees) (individually a "**Buyer's Indemnified Claim**" and collectively "**Buyer's Indemnified Claims**") arising out of or related to:

(a) any misrepresentation or breach of any representation, warranty, covenant or agreement of Seller contained in this agreement;

(b) with respect to the Properties, claims for personal injury or wrongful death occurring or arising prior to the Closing Date;

(c) the Excluded Properties; and

(d) Pre-Closing Taxes

provided, however, Seller shall not be obligated to indemnify the Buyer Indemnitees under this Section for any Buyer Indemnified Claim (other than a Buyer Indemnified Claim arising under **Section 9.2(d)**) except to the extent, if any, that the aggregate of all of Buyer's Indemnified Claims exceeds one and one-half percent (1.5%) of the Base Purchase Price.

9.3 Notice of Claim. If indemnification is sought, the party seeking indemnification (the "**Indemnitee**") shall give written notice to the indemnifying party (the "**Indemnifying Party**") of an event giving rise to the obligation to indemnify, such written notice to describe in reasonable detail the factual basis for such claim, and shall allow the Indemnifying Party to assume and conduct the defense of the claim or action with counsel reasonably satisfactory to the Indemnitee, and cooperate with the Indemnifying Party in the defense thereof. The Indemnitee shall have the right to employ separate counsel to represent the Indemnitee if the Indemnitee is advised by counsel that an actual conflict of interest makes it advisable for the Indemnitee to be represented by separate counsel and the reasonable expenses and fees of such separate counsel shall be paid by the Indemnifying Party.

9.4 No Commissions Owed. Seller agrees to indemnify and hold the Buyer Indemnitees harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, costs or expenses (including court costs and attorneys' fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by, or on behalf of, Seller with any broker or finder in connection with this Agreement or the transaction contemplated hereby. Buyer agrees to indemnify and hold the Seller Indemnitees harmless from and against any and all claims, actions, causes of action, liabilities, damages, losses, costs or expenses (including court costs and attorneys' fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by, or on behalf of, Buyer with any broker or finder in connection with this Agreement or the transaction contemplated hereby.

ARTICLE 10
NOTICES

10.1 Notices. All notices and other communications required under this Agreement shall (unless otherwise specifically provided herein) be in writing and be delivered personally, by recognized commercial courier or delivery service which provides a receipt, or by registered or certified mail (postage prepaid), at the following addresses:

If to Buyer:	Redu Holdings, LLC Attn: William C. Kelleher 1536 Eastman Avenue, Suite D Ventura, CA 93003
If to Seller:	HVI Cat Canyon, Inc. Attn: Alex G. Dimitrijevic 2617 Clark Ave. Santa Maria, CA 93455

or such other post office address within the continental limits of the United States as a party may designate for itself by giving notice to the other party, in the manner provided in this **Article 10**, at least ten (10) days prior to the effective date of such change of address. All notices given by personal delivery or mail shall be effective on the date of actual receipt at the appropriate address as provided above.

ARTICLE 11
MISCELLANEOUS MATTERS

11.1 Survival of Provisions. The representations, warranties, agreements and covenants (including indemnification) of Seller (except for the representations and warranties in **Section 4.1(i)** and in any certificate delivered at Closing shall survive the Closing and the delivery of the Conveyance for a period of nine (9) months (the "**Survival Period**"). The representations and warranties of Seller in **Section 4.1(i)** shall survive until sixty (60) days after the expiration of the applicable statute of limitations (the "**Tax Survival Period**"). The representations and warranties of Seller in **Section 4.1(t)** and **Section 4.1(u)** shall not survive the Closing. The special warranty of title in the Conveyance shall survive the Closing for a period of two (2) years. All representations, warranties, agreements and covenants (including indemnification) of Buyer contained in this Agreement, or in any certificate delivered at the Closing shall survive the Closing and the delivery of the Conveyance, except for any covenant which by its terms terminates as of a specific date, or is only made for a specified period. Notice of any claim by Buyer for indemnification arising during the Survival Period or Tax Survival Period, as applicable, must be given to Seller within ninety (90) days after such claim arises as a condition precedent to the right to sue to enforce such claim for indemnification. Buyer may bring a suit to enforce any claim for indemnification or a claim for a breach of representation or warranty, in each case to the extent arising during the Survival Period or Tax Survival Period, as applicable, for a period of two (2) years after the cause of action arose with respect to any matter for which Buyer shall have given Seller written notice as provided herein.

11.2 Omitted.

11.3 Further Assurances. After the Closing, Seller and Buyer shall execute and deliver, and shall otherwise cause to be executed and delivered, from time to time, such further instruments, notices, division orders, transfer orders and other documents, and do such other and further acts and things, as may be reasonably necessary to more fully and effectively convey and assign the Properties to Buyer and otherwise carry out the transactions contemplated hereby.

11.4 Parties Bear Own Expenses/No Special Damages. Each party shall bear and pay all expenses (including legal fees) incurred by it in connection with the transaction contemplated by this Agreement; provided, however, that if any action is instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in such action. **NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY NEITHER PARTY SHALL HAVE ANY OBLIGATIONS WITH RESPECT TO THIS AGREEMENT, OR OTHERWISE IN CONNECTION HEREWITH, FOR ANY SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.**

11.5 Transfer Taxes. Buyer agrees to be solely responsible, and shall indemnify and hold Seller (and its affiliates, and its and their directors, officers, employees, attorneys, contractors and agents) harmless, for any and all sales, transfer, documentary, use, stamp, registration and other similar Taxes and fees, including any conveyance, transfer and recording fees, and including related penalties, interest, and legal costs, arising out of or in connection with the transactions effected pursuant to this Agreement.

11.6 Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions among the parties with respect to such subject matter; provided that any confidentiality agreement or similar agreement executed by Buyer and Seller, or any representative of Seller, in connection with the transaction contemplated hereby remains in full force and effect and is not superseded or modified by this Agreement.

11.7 Amendments, Waivers. This Agreement may be amended, modified, supplemented, restated or discharged (and provisions hereof may be waived) only by an instrument in writing signed by the party against whom enforcement of the amendment, modification, supplement, restatement or discharge (or waiver) is sought. No waiver or failure of either party to enforce any provision of this Agreement shall be construed or operate as a waiver of any further breach of such provision or of any other provision of this Agreement.

11.8 Choice of Law and Venue. Without regard to principles of conflicts of law, this Agreement shall be construed and enforced in accordance with and governed by the laws of the state of California applicable to contracts made and to be performed entirely within such state and the laws of the United States of America. **EACH PARTY HERETO WAIVES,**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. Each of the parties hereby (a) irrevocably submits to the exclusive jurisdiction of the state and federal courts of Ventura County, California, for the purposes of any suit, action or proceeding arising out of or relating to this Agreement, and (b) waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court or of any other court to which proceedings in such court may be appealed; (ii) such suit, action or proceeding is brought in an inconvenient forum; or, (iii) the venue of such suit, action or proceeding is improper.

11.9 Time of Essence. Time is of the essence in this Agreement.

11.10 No Assignment. Neither party shall have the right to assign this Agreement, including any indemnification rights, or any obligations or benefits hereunder, without the prior written consent of the other party first having been obtained and any transfer in the absence of such consent shall be null and void.

11.11 Successors and Assigns. The Agreement shall be binding on and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

11.12 No Press Releases. The parties agree that this Agreement, their negotiations in connection herewith and all information obtained by or provided to any of them in connection with the matters contemplated herein will be maintained as confidential, except for (i) disclosures to representatives of Seller or Buyer as required for this transaction and who are likewise bound by confidentiality, (ii) disclosures required under applicable law (including the Bankruptcy Proceedings) or the rules of a stock exchange, (iii) disclosures to governmental authorities and third parties holding Preferential Rights or consents to assignment that may be applicable to the transactions contemplated by this Agreement, as reasonably necessary to obtain waivers of such Preferential Rights or consents, and (iv) the filing of the Conveyance in applicable county records or with applicable governmental authorities. Other than as necessary in the Bankruptcy Proceedings, if any party is required by law or the rules of a stock exchange to make a press release, public filing or other disclosure concerning the transaction contemplated by this Agreement, the other party shall first be afforded an opportunity to review the content of the proposed disclosure and provide reasonable comment regarding same.

11.13 Counterpart Execution, Fax Execution. This instrument may be executed in a number of identical counterparts, each of which for all purposes is to be deemed an original, and all of which constitute collectively, one instrument. It is not necessary that each party hereto execute the same counterpart so long as identical counterparts are executed by each such party hereto. This instrument may be validly executed and delivered by facsimile or other electronic transmission.

11.14 Exclusive Remedy. The sole and exclusive remedy of Buyer with respect to the Properties shall be pursuant to the express provisions of this Agreement. Without limitation of the foregoing, if the Closing occurs the sole and exclusive remedy of Buyer, for any and all (a) claims relating to any representations, warranties, covenants and agreements that are contained in this Agreement or in any certificate delivered at Closing, (b) other claims pursuant to or in connection with this Agreement and (c) other claims relating to the Properties and the purchase and sale thereof, shall be any right to indemnification from such claims that is expressly provided in this Agreement, and if no such right of indemnification is expressly provided, then such claims are hereby waived to the fullest extent permitted by law. If the Closing occurs, Buyer shall also be deemed to have waived, to the fullest extent permitted under applicable law, any right to contribution or cost recovery against Seller (including any contribution or cost recovery claim arising under any Applicable Environmental Law) and any and all other rights, claims and causes of action it may have against Seller arising under or based on any federal, state or local statute, law, ordinance, rule or regulation or common law or otherwise.

11.16 Imputed Knowledge and Waiver. Anything to the contrary notwithstanding, if Buyer or an affiliate of Buyer (a) owns any leasehold interest in a Property or (b) acts as an operator with respect to any Property (regardless of whether or not it also owns an interest in such Property), Buyer shall be deemed to have knowledge of any defect or breach of any representation or warranty by Seller with respect to such Property, and shall not be entitled (and hereby waives any right) (i) to give a notice of an asserted defect with respect to such Property, (ii) to refuse to close because of the existence of any such defect or breach or (iii) to indemnity or any other remedy with respect to any such defect or breach.

11.17 Limitation on Seller's Indemnity Obligations. In no event shall Seller be obligated under this Agreement to indemnify Buyer for (a) an aggregate amount in excess of the Purchase Price for claims relating to a breach of the representations set forth in **Sections 4.1(a)** through **4.1(d)** and **Section 4.1(g)**, and (b) an aggregate amount in excess of thirty percent (30%) of the Base Purchase Price for any and all other claims or liabilities.

11.18 Confidentiality. Prior to Closing, Buyer and Seller shall hold in strict confidence all aspects of the transactions contemplated by this Agreement and all proprietary information and data concerning the Properties and obtained in connection with the transactions contemplated by this Agreement (other than information and data that becomes generally available to the public other than through disclosure by a party or its partners, officers, managers, employees or representatives) and without the prior written consent of the other party neither Buyer nor Seller shall disclose any such information to anyone other than to its partners, members, officers, managers, advisors, employees and representatives; provided, however, the foregoing shall not restrict disclosures by Buyer or Seller in order to comply with applicable securities or other applicable laws (including the Bankruptcy Proceedings) or to comply with existing loan or other agreements binding upon such party. From and after the Closing, Buyer shall keep all information and data not relating to the Properties that Buyer may have obtained during its due diligence in strict confidence and shall not disclose such information to any person except to its accountants, attorneys and other representatives and the extent such disclosure is required by applicable law.

11.19 Gas Imbalances, Make-up Obligations. Without limitation on Seller's representations and warranties under **Section 4.1(s)**, it is expressly understood and agreed that, upon the occurrence of Closing, but effective as of the Effective Date, Buyer shall succeed to and assume the position of Seller with respect to all gas imbalances and make-up obligations related to the Properties (regardless of whether such imbalances or make-up obligations arise at the wellhead, pipeline, gathering system or other level, and regardless of whether the same arise under contract or otherwise). As a result of such succession, Buyer shall (i) be entitled to receive any and all benefits which Seller would have been entitled to receive by virtue of such position (including rights to produce and receive volumes of production in excess of volumes which it would otherwise be entitled to produce and receive by virtue of ownership of the Properties and rights to receive cash balancing payments), and (ii) be obligated to suffer any detriments which Seller would have been obligated to suffer by virtue of such position (including the obligation to deliver to others production volumes which would have otherwise been attributable to its ownership of the Properties, to deliver production to purchasers hereof without receiving full payment therefor, or to make cash balancing payments or to repay take or pay payments) and (iii) shall be responsible for any and all royalty obligations with respect to such imbalances (including any of the same arising out of royalties having been paid on an "entitlement" basis rather than a "receipts" basis).

11.20 References, Titles and Construction.

(a) All references in this Agreement to Articles, Sections, subsections and other subdivisions refer to corresponding Articles, Sections, subsections and other subdivisions of this Agreement unless expressly provided otherwise.

(b) Titles appearing at the beginning of any of such subdivisions are for convenience only and shall not constitute part of such subdivisions and shall be disregarded in construing the language contained in such subdivisions.

(c) The words "this Agreement", "this instrument", "herein", "hereof", "hereby", "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited.

(d) Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

(e) Examples shall not be construed to limit, expressly or by implication, the matter they illustrate.

(f) The words "including", "include" and words of similar import mean including without limiting the generality of any description preceding that term.

11.21 Severability. The provisions of this Agreement will be deemed severable and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provision.

11.22 No Third-Party Beneficiaries. Except for the rights of the Buyer Indemnitees and the Seller Indemnitees, this Agreement is made solely for the benefits of those persons who are parties hereto and successors and assigns (subject to any limitations on the firth or power to assign this Agreement contained herein) and no other person shall have or claim or be entitled to enforce any rights, benefits or obligations under this Agreement.

11.23 Payment Method. Unless the parties hereto otherwise agree in writing or unless otherwise provided herein, all payments under this Agreement will be made by wire transfer in immediately available United States funds to an account designated by the party to receive the payment.

[*Remainder of page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the date set forth above.

SELLER:

HVI Cat Canyon, Inc.

By: ______________________
Name: Alex G. Dimitrijevic
Title: President and COO

BUYER:

REDU HOLDINGS, LLC

By: ______________________
Name: William C. Kelleher
Title: President

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Exhibit A-1

Leases

SUBJECT ACREAGE:

568 acres, more or less, as more fully described in that certain Unit Agreement for Richfield East Dome Unit, Richfield Oil and Gas Field, recorded on December 30, 1969 at Book 9177, Page 873 of the Official Records of Orange County, California.

SUBJECT LEASES:

1. Oil and Gas Lease dated November 08, 1926 by and between Martin Etchandy, as Lessor, and A. J. Delany, as Lessee, recorded in Book 19, Page 31 of the Lease Records of Orange County, California.

2. Oil and Gas Lease dated August 3, 1928 by and between Martin Etchandy, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 187, Page 109 of the Lease Records of Orange County, California.

3. Oil and Gas Lease dated May 29, 1929 by and between Lillian a. Jesson, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 275, Page 389 of the Lease Records of Orange County, California.

4. Oil and Gas Lease dated July 5, 1928 by and between John H. Mosley, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 250, Page 419 of the Lease Records of Orange County, California.

5. Oil and Gas Lease dated June 25, 1928 by and between E. Walter Pyne, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 174, Page 298 of the Lease Records of Orange County, California.

6. Oil and Gas Lease dated October 7, 1953 by and between Stern Realty, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 2607, Page 335 of the Lease Records of Orange County, California.

7. Oil and Gas Lease dated December 4, 1966 by and between Portfirio E. Duarte, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 502 of the Lease Records of Orange County, California.

8. Oil and Gas Lease dated December 4, 1966 by and between A. E. Hernandez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 379 of the Lease Records of Orange County, California.

AR (Seller) W (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

9. Oil and Gas Lease dated December 4, 1966 by and between Mauel Pinedo, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 388 of the Lease Records of Orange County, California.

10. Oil and Gas Lease dated December 3, 1966 by and between Ramon P. Tovar, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 397 of the Lease Records of Orange County, California.

11. Oil and Gas Lease dated December 1, 1966 by and between Rudolf Garcia, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 406 of the Lease Records of Orange County, California.

12. Oil and Gas Lease dated December 3, 1966 by and between Louis Vargas, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 415 of the Lease Records of Orange County, California.

13. Oil and Gas Lease dated December 10, 1966 by and between Rudolph Arias, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 493 of the Lease Records of Orange County, California.

14. Oil and Gas Lease dated December 10, 1966 by and between Alexander Jimenez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 475 of the Lease Records of Orange County, California.

15. Oil and Gas Lease dated February 3, 1937 by and between John H. Wents, as Lessor, and A. D. Mitchell, as Lessee, recorded in Book 888, Page 151 of the Lease Records of Orange County, California.

16. Oil and Gas Lease dated December 19, 1966 by and between J. G. Joseph, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 424 of the Lease Records of Orange County, California.

17. Oil and Gas Lease dated December 15, 1966 by and between Phineas Solomon, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 484 of the Lease Records of Orange County, California.

18. Oil and Gas Lease dated December 21, 1966 by and between V. E. Buckmaster, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 433 of the Lease Records of Orange County, California.

19. Oil and Gas Lease dated December 22, 1966 by and between P. A. Waldworth, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 442 of the Lease Records of Orange County, California.

20. Oil and Gas Lease dated December 29, 1965 by and between Lupa Vasquez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8156, Page 853 of the Lease Records of Orange County, California.

(Seller) (Buyer)

21. Oil and Gas Lease dated January 9, 1967 by and between Roman Catholic Archbishop of Los Angles, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8159, Page 313 of the Lease Records of Orange County, California.

22. Oil and Gas Lease dated January 7, 1967 by and between James R. Roberts, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8155, Page 396 of the Lease Records of Orange County, California.

23. Oil and Gas Lease dated January 13, 1967 by and between Freda Joseph, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8175, Page 248 of the Lease Records of Orange County, California.

24. Oil and Gas Lease dated February 16, 1967 by and between May H. Morrison, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8190, Page 553 of the Lease Records of Orange County, California.

25. Oil and Gas Lease dated February 20, 1967 by and between Gordon Boller, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8244, Page 316 of the Lease Records of Orange County, California.

26. Oil and Gas Lease dated February 23, 1967 by and between Jean E. Hathaway, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8190, Page 545 of the Lease Records of Orange County, California.

27. Oil and Gas Lease dated April 10, 1967 by and between Harold F. Taylor, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8311, Page 002 of the Lease Records of Orange County, California.

28. Oil and Gas Lease dated April 10, 1967 by and between Roy H. Scott, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8310, Page 987 of the Lease Records of Orange County, California.

29. Oil and Gas Lease dated April 10, 1967 by and between John C. Scott, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8336, Page 418 of the Lease Records of Orange County, California.

30. Oil and Gas Lease dated July 29, 1966 by and between Phyllis H. Mirelez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 272 of the Lease Records of Orange County, California.

31. Oil and Gas Lease dated July 27, 1966 by and between Joe Matinez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 263 of the Lease Records of Orange County, California.

(Seller) (Buyer)

AGREEMENT OF SALE AND PURCHASE
(Richfield East Dome Unit – Orange County, CA)

32. Oil and Gas Lease dated July 25, 1966 by and between Efrain G. Savala, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 254 of the Lease Records of Orange County, California.

33. Oil and Gas Lease dated July 28, 1966 by and between Sabas Porras, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 245 of the Lease Records of Orange County, California.

34. Oil and Gas Lease dated August 1, 1966 by and between Antonio Moreno, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 236 of the Lease Records of Orange County, California.

35. Oil and Gas Lease dated August 2, 1966 by and between Helen V. Mirlez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 218 of the Lease Records of Orange County, California.

36. Oil and Gas Lease dated August 3, 1966 by and between E. W. Naess, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 210 of the Lease Records of Orange County, California.

37. Oil and Gas Lease dated May 2, 1968 by and between Jerome Weinberg, Inc., as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8602, Page 510 of the Lease Records of Orange County, California.

38. Oil and Gas Lease dated November 28, 1966 by and between Pauline V. Bayna Fordell, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 192 of the Lease Records of Orange County, California.

39. Oil and Gas Lease dated November 28, 1966 by and between Doris Maussnest, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8751, Page 739 of the Lease Records of Orange County, California.

40. Oil and Gas Lease dated August 6, 1966 by and between Walter B. Morlock, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8855, Page 870 of the Lease Records of Orange County, California.

41. Oil and Gas Lease dated August 9, 1966 by and between Eustaquio A. Vega, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 174 of the Lease Records of Orange County, California.

42. Oil and Gas Lease dated August 10, 1966 by and between theodore Sandoval, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 183 of the Lease Records of Orange County, California.

43. Oil and Gas Lease dated August 10, 1966 by and between Esther Gonzales, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 280 of the Lease Records of Orange County, California.

(Seller) (Buyer)

44. Oil and Gas Lease dated August 11, 1966 by and between Fred John Yalas, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 200 of the Lease Records of Orange County, California.

45. Oil and Gas Lease dated August 12, 1966 by and between Apolinar Ramirez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 289 of the Lease Records of Orange County, California.

46. Oil and Gas Lease dated August 12, 1966 by and between Ladisio Recendez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 298 of the Lease Records of Orange County, California.

47. Oil and Gas Lease dated August 16, 1966 by and between E. R. Schmitt, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 307 of the Lease Records of Orange County, California.

48. Oil and Gas Lease dated August 18, 1966 by and between Family Plan Mortgage Company, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 316 of the Lease Records of Orange County, California.

49. Oil and Gas Lease dated August 19, 1966 by and between W. C. McCall, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 325 of the Lease Records of Orange County, California.

50. Oil and Gas Lease dated August 23, 1966 by and between Leo Harry Sad, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 459 of the Lease Records of Orange County, California.

51. Oil and Gas Lease dated August 26, 1966 by and between Mike G. Olivares, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 334 of the Lease Records of Orange County, California.

52. Oil and Gas Lease dated October 3, 1966 by and between Casimero R. Anguiana, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 343 of the Lease Records of Orange County, California.

53. Oil and Gas Lease dated November 22, 1966 by and between Bryan E. Gatewood, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 467 of the Lease Records of Orange County, California.

54. Oil and Gas Lease dated November 22, 1966 by and between Albert H. Rangel, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 352 of the Lease Records of Orange County, California.

55. Oil and Gas Lease dated November 25, 1966 by and between Bank of America, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 361 of the Lease Records of Orange County, California.

(Seller) (Buyer)

56. Oil and Gas Lease dated November 27, 1966 by and between Robert Flores, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 370 of the Lease Records of Orange County, California.

57. Oil and Gas Lease dated September 15, 1927 by and between Joseph Mondotte, as Lessor, and Continental Oil Company, as Lessee, recorded in Book 96, Page 306 of the Lease Records of Orange County, California.

58. Oil and Gas Lease dated May 27, 1968 by and between Placentia Unified School District, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8693, Page 883 of the Lease Records of Orange County, California.

59. Oil and Gas Lease dated January 31, 1955 by and between A. T. & S. F Railway, as Lessor, and James Herley, as Lessee, recorded in Book 3038, Page 443 of the Lease Records of Orange County, California.

60. Oil and Gas Lease dated June 22, 1967 by and between Hathaway Company, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8311, Page 118 of the Lease Records of Orange County, California.

61. Oil and Gas Lease dated August 28, 1968 by and between Stern Realty Company, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8720, Page 501 of the Lease Records of Orange County, California.

62. Oil and Gas Lease dated February 24, 1953 by and between Victor Lypps, as Lessor, and James Michelin, as Lessee, recorded in Book 2465, Page 371 of the Lease Records of Orange County, California.

63. Oil and Gas Lease dated March 22, 1954 by and between Emory P. Francis, as Lessor, and James Michelin, as Lessee, recorded in Book 2694, Page 001 of the Lease Records of Orange County, California.

64. Oil and Gas Lease dated May 29, 1940 by and between Walter E. Pyne, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1089, Page 591 of the Lease Records of Orange County, California.

65. Oil and Gas Lease dated May 29, 1940 by and between Rudolph Wetzer, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1062, Page 529 of the Lease Records of Orange County, California.

66. Oil and Gas Lease dated May 29, 1940 by and between Harry Helming, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1093, Page 361 of the Lease Records of Orange County, California.

67. Oil and Gas Lease dated May 29, 1940 by and between Ellen C. Wauberg, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1094, Page 243 of the Lease Records of Orange County, California.

(Seller) (Buyer)

68. Oil and Gas Lease dated October 1, 1919 by and between Walter E. Pyne, as Lessor, and National Bank & Trust Company, as Lessee, recorded in Book 13, Page 60 of the Lease Records of Orange County, California.

69. Oil and Gas Lease dated November 16, 1967 by and between Jerome Weinberg, Inc., as Lessor, and Getty Oil Company, as Lessee, recorded in Book 8472, Page 592 of the Lease Records of Orange County, California.

70. Oil and Gas Lease dated January 3, 1927 by and between Samuel P. Mullen, as Lessor, and General Petroleum, as Lessee, recorded in Book 1, Page 355 of the Lease Records of Orange County, California.

71. Oil and Gas Lease dated April 20, 1927 by and between Chanslr-Canf. Midway Oil Company, as Lessor, and general Petroleum, as Lessee, recorded in Book 39, Page 247 of the Lease Records of Orange County, California.

72. Oil and Gas Lease dated March 17, 1919 by and between Nick Hugo, as Lessor, and Oscar R. Howard, as Lessee, recorded in Book 9, Page 354 of the Lease Records of Orange County, California.

73. Oil and Gas Lease dated October 1, 1945 by and between Stern Realty Company, as Lessor, and basin Oil Company, as Lessee, recorded in Book 1380, Page 179 of the Lease Records of Orange County, California.

Richfield East Dome Unit
568 acres Unitized in Section 27, 28, 29, 32, 33, and 34 of T-3-S, R-9-W

MINERAL LEASES

Lessor:	Richards Fletcher Evans, Rosa B. Evans. Marion S. Flippen, Anna M. Richards, Eliza Travis Flippen, Wade H. Flippen, Jeannette Flippen, Edith H. Flippen
Dated:	August 24, 1943
Recorded:	V1229/P271

Lessor:	Benoit Oxandabourne, Gracreuse Oxandbourne, Ralph A. Phillips, Frances L. Phillips, Gertrude D. Wilson
Dated:	April 25, 1962
Recorded:	V6139/P014

Lessor:	Ralph A. Phillips, Frances L. Phillips, Gertrude D. Wilson
Dated:	25, 1962
Recorded:	V6139/P015

Lessor:	Lilah O. Nicchols, Frank H. Nichols, Clara Wells Lambert, Leta W. Abbot
Dated:	April 25, 1962
Recorded:	V6139/P027

(Seller) (Buyer)

Lessor:	Lilah O. Nicchols, Frank H. Nichols, Clara Wells Lambert, Leta W. Abbot
Dated:	April 25, 1962
Recorded:	V6139/P028
Lessor:	David C. Bright, William C. Bright
Dated:	April 25, 1962
Recorded:	V6139/P042
Lessor:	Charles F. Ahline
Dated:	April 25, 1962
Recorded:	V6217/P383
Lessor:	Charles F. Ahline
Dated:	April 25, 1962
Recorded:	V6217/P384
Lessor:	Charles L. Wilson, Hermine Lucy Jenkins
Dated:	September 24, 1944
Recorded:	V1251/P532
Lessor:	J.D. Kenner, Crystal M. Kenner
Dated:	September 24, 1944
Recorded:	V1258/P458
Lessor:	Thomas Bradford McMurtrey
Dated:	September 24, 1944
Recorded:	V1261/P101
Lessor:	G.W. Wells, Clara L. Wells, D.H. Blume, Annie F. Blume, John H. Nichols, Josephine E. Nichols, Colistia A. Wilson, Earl M. Bright, Ralph A. Phillips, Frances L. Phillips
Dated:	September 24, 1944
Recorded:	V1261/P110
Lessor:	Bertie Domann, May E. Dennis, N.T. Edwards, May L. Edwards, W.J. Cheney, Eva F. Cheney, Roberta Lee Fixen, Sally W. Koehler, Elizabeth Cobb
Dated:	September 24, 1944
Recorded:	V1261/P110
Lessor:	Anaheim Union Water Company
Dated:	February 10, 1926
Recorded:	V0057/P081
Lessor:	Rosa Yorba Locke, Herman F. Lock
Dated:	June 2, 1926
Recorded:	V0059/P084

_____ (Seller) _____ (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Lessor:	Laurie Vejar, Carrie Vejar, Beatrice Vejar De Soto, Ernest De Soto, Ramona Vejar, Theresa Vejar McEachin, Earl McEachin, Sophia Vejar Jones, Lawrence Jones
Dated:	February 1, 1926
Recorded:	V0059/P317

Lessor:	Anaheim Union Water Company
Dated:	March 15, 1943
Recorded:	V1193/P087

Lessor:	Adolf Schoepe, Martha Virginia Schoepe
Dated:	April 1, 1965
Recorded:	V7520/P832

Lessor:	Adolf Schoepe, Martha Virginia Schoepe
Dated:	May 22, 1967
Recorded:	V8317/P176

Lessor:	Richard F. Hathaway
Dated:	May 16, 1949
Recorded:	V606/P735

Lessor:	Mayme C. Nelson
Dated:	July 13, 1949
Recorded:	V1897/P292

Lessor:	Agapito Munoz
Dated:	July 13, 1949
Recorded:	V2030/P1

Lessor:	Adelaide V. Krause
Dated:	July 5, 1949
Recorded:	V1897/P305

Lessor:	Avalon A. Adams, Trustee
Dated:	June 26, 1971
Recorded:	V9701/P330

Lessor:	Municipal Securities Company
Dated:	March 23, 1957
Recorded:	V3990/P568

Lease Date	Lessor	Lessee	Recorded Book/Page
8/1/66	Louis O. Dorado, Jr. Et Ux	R.K. Sunny, Inc.	8137 227

_____ (Seller) _____ (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Mineral Deed dated 10/1/90, Mobil Exploration & Production North America, Inc. Grantor, Omimer Petroleum, Inc., Grantee, recorded Official Records as document no. 91-100760.

Lessor	Date Of Lease	Original Lessee	Recorded Book/Page	REDU Tract#
			Orange County	
Ricardo De Casas	06/22/50	Hathaway Co.	2044 / 379	
Lola M. Hathaway	08/10/29	Oscar R. Howard	592 / 329	48
Lucy A. Kammerer	03/08/54	Hathaway Co.	2093/616	58
Joseph W. Johnson	04/10/19	Amalgamated Oil	10 / 90	58
P.W. & V.B. Thomson	04/30/19	Amalgamated Oil	10 / 258	59
Emma J. Bayha	05/17/19	Amalgamated Oil	10 / 355	60A
Jerome Weinberg, Inc.	11/16/67	Getty Oil, Inc.	8472 / 592	60A
E.L. Danker	09/09/57	Hathaway Co.	4051 / 365	65
Olive Krug	04/26/19	M.P. Waite	10 / 310	63
George W. Issac	08/02/19	Petro Midway Co.	11 / 198	64
Dr. SW Dove et al	10/16/19	Robert M. Shearer	13 / 81	69
Norman T. Boisseranc	03/30/20	Robert M. Shearer (Lots 5 & 10 of Block 35 of Yorba Linda Tract as shown in Book 5, Pages 17 & 18 of Miscel. Maps, Orange County, CA.)		69
Avalon A. Adams, Trste	06/26/71	Texaco	9701 / 284	70
Avalon A. Adams, Trste	06/26/71	Texaco	9701 / 307	72-2
Ivan Collier	10/01/72	Texaco	10412 / 787	47
Norman Boiseranc	03/01/71	Texaco	9701 / 381	69
F.D. & L.D. Thomson	02/09/71	Getty Oil Co.	10368 / 53	59
J.K. Ganong (Koch Est)	12/31/71	Texaco	11056 / 147	69
Agnes E. Schlacter	10/04/27	Conoco	95 / 241	43
Gerardo R. Navarro	07/25/21	Sam P. Mullen	27 / 43	44
Chansolor-Canfield	12/31/28	Conoco	Ptns. Of Lots 1-10, 16-27, inclusive Midway Oil Blk 23 of Richfield Townsite, map thereof recorded June 15, 1888 in Book 31, Page 61, Los Angeles County.	
E. Walter Payne	10/01/19	Nat'l Bank & Trst.	18 / 64	48
E. Walter Payne	01/06/20	Harrington-Dumas	12 / 294	50
E.P. Francis	07/30/61	State Explor. Co	2412 / 272	51
Margaret M. Lee	01/29/52	State Explor. Co.	2412 / 266	52
Stern Realty Co.	05/01/51	State Explor. Co.	2413 / 75	53
Stern Realty Co.	05/01/51	State Explor. Co.	2413 / 75	55
Stern Realty Co.	0/18/53	State Explor. Co.	2617 / 351	56
Katherine Yamell	04/10/28	Merchants Petro.	158 / 1	61
Stern Realty Co.	08/30/29	Jimsco Oil Co.	308 / 324	64
Cloyd Laibe et al	11/01/65	Union Oil Co.	8287 / 250:	8305 / 96
Merchants Petroleum Co.	06/20/28	Union Oil Co.	172 / 233	23
Stern Realty	11/01/18	Union Oil Co.	7 / 185	4
California Trust Co.	08/27/54	Arrowhead Oil Co.	7407 / 285	41
A. Wardman et ux	01/04/19	F.M. Shelby	9 / 240	62
John S. Zuckerman et ux	07/12/29	Bradford Bros., Inc.	295 / 80	4
E. Walter Payne	05/29/40	Chiksan Oil Co.	1089 / 591	49
Stern Realty Co.	10/01/45	Basin Oil Co.	1380 / 179	65

(Seller) (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Working Interest:	98.922%
Net Revenue Interest:	78.017%

______ (Seller) ______ (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Exhibit A-2

Wells

Field Name	API #	Lease Name	Well #	Section	Township	Range
Richfield	05921503		WW1	33	03S	09W
Richfield	05906250	Redu	X10	33	03S	09W
Richfield	05906562	Redu	X11	33	03S	09W
Richfield	05906454	Redu	X12	33	03S	09W
Richfield	05902952	Redu	X14	33	03S	09W
Richfield	05902951	Redu	X15	33	03S	09W
Richfield	05906251	Redu	X16	33	03S	09W
Richfield	05906462	Redu	X17	33	03S	09W
Richfield	05906241	Redu	X2	33	03S	09W
Richfield	05906547	Redu	X20	33	03S	09W
Richfield	05906059	Redu	X21	33	03S	09W
Richfield	05906510	Redu	X22	33	03S	09W
Richfield	05906052	Redu	X23	33	03S	09W
Richfield	05906054	Redu	X24	33	03S	09W
Richfield	05906056	Redu	X25	33	03S	09W
Richfield	05906249	Redu	X3	33	03S	09W
Richfield	05920660	Redu	X31	33	03S	09W
Richfield	05920659	Redu	X32	33	03S	09W
Richfield	05920661	Redu	X33	33	03S	09W
Richfield	05920663	Redu	X35	33	03S	09W
Richfield	05920662	Redu	X36	33	03S	09W
Richfield	05920664	Redu	X37	33	03S	09W
Richfield	05906644	Redu	X38	33	03S	09W
Richfield	05906643	Redu	X39	33	03S	09W
Richfield	05906519	Redu	X4	33	03S	09W
Richfield	05906646	Redu	X40	33	03S	09W
Richfield	05906307	Redu	X41	33	03S	09W
Richfield	05906309	Redu	X42	33	03S	09W
Richfield	05906638	Redu	X43	33	03S	09W
Richfield	05920912	Redu	X47	33	03S	09W
Richfield	05921242	Redu	X48	33	03S	09W
Richfield	05921273	Redu	X49	33	03S	09W
Richfield	05906064	Redu	X5	33	03S	09W
Richfield	05921271	Redu	X50	33	03S	09W

(Seller) (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Richfield	05906252	Redu	X8	33	03S	09W
Richfield	05906063	Redu	X9	33	03S	09W
Richfield	05906035	Redu	XW1	32	03S	09W
Richfield	05906050	Redu	XW10R	33	03S	09W
Richfield	05906649	Redu	XW11	33	03S	09W
Richfield	05906641	Redu	XW12	33	03S	09W
Richfield	05906468	Redu	XW13	33	03S	09W
Richfield	05906560	Redu	XW14	33	03S	09W
Richfield	05906240	Redu	XW15	33	03S	09W
Richfield	05921241	Redu	XW16	33	03S	09W
Richfield	05921251	Redu	XW17	33	03S	09W
Richfield	05906639	Redu	XW18	33	03S	09W
Richfield	05920665	Redu	XW19	33	03S	09W
Richfield	05906065	Redu	XW2	33	03S	09W
Richfield	05921272	Redu	XW20	33	03S	09W
Richfield	05906563	Redu	XW21	33	03S	09W
Richfield	05906051	Redu	XW3	33	03S	09W
Richfield	05906053	Redu	XW4	33	03S	09W
Richfield	05906057	Redu	XW5	33	03S	09W
Richfield	05906055	Redu	XW6	33	03S	09W
Richfield	05906637	Redu	XW7	33	03S	09W
Richfield	05920666	Redu	XW8	33	03S	09W
Richfield	05906305	Redu	XW9	33	03S	09W
Richfield	05906316	Redu	Y1	33	03S	09W
Richfield	05906276	Redu	Y11	33	03S	09W
Richfield	05906291	Redu	Y12	33	03S	09W
Richfield	05906610	Redu	Y13	33	03S	09W
Richfield	05920704	Redu	Y14	33	03S	09W
Richfield	05920705	Redu	Y15	33	03S	09W
Richfield	05920706	Redu	Y16	33	03S	09W
Richfield	05920703	Redu	Y17	33	03S	09W
Richfield	05920702	Redu	Y18	33	03S	09W
Richfield	05920694	Redu	Y19	33	03S	09W
Richfield	05906282	Redu	Y2	33	03S	09W
Richfield	05920695	Redu	Y20	33	03S	09W
Richfield	05920691	Redu	Y22	33	03S	09W
Richfield	05906601	Redu	Y27	34	03S	09W
Richfield	05906217	Redu	Y28	34	03S	09W
Richfield	05906281	Redu	Y3	33	03S	09W

(Seller) (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Richfield	05906605	Redu	Y30	34	03S	09W
Richfield	05906218	Redu	Y31	34	03S	09W
Richfield	05906221	Redu	Y35	34	03S	09W
Richfield	05906108	Redu	Y36	34	03S	09W
Richfield	05906105	Redu	Y37	34	03S	09W
Richfield	05906104	Redu	Y38	34	03S	09W
Richfield	05906286	Redu	Y4	33	03S	09W
Richfield	05906604	Redu	Y40	34	03S	09W
Richfield	05906222	Redu	Y41	34	03S	09W
Richfield	05906106	Redu	Y42	34	03S	09W
Richfield	05906210	Redu	Y43	34	03S	09W
Richfield	05906110	Redu	Y46	34	03S	09W
Richfield	05906114	Redu	Y47	34	03S	09W
Richfield	05906111	Redu	Y49	34	03S	09W
Richfield	05920913	Redu	Y53	33	03S	09W
Richfield	05920987	Redu	Y54	34	03S	09W
Richfield	05920988	Redu	Y55	34	03S	09W
Richfield	05906287	Redu	Y6	33	03S	09W
Richfield	05906279	Redu	Y9	33	03S	09W
Richfield	05906317	Redu	YW1	33	03S	09W
Richfield	05920708	Redu	YW10	33	03S	09W
Richfield	05906578	Redu	YW11	33	03S	09W
Richfield	05906579	Redu	YW12	33	03S	09W
Richfield	05906298	Redu	YW13	33	03S	09W
Richfield	05906295	Redu	YW14	34	03S	09W
Richfield	05906121	Redu	YW15C&K	34	03S	09W
Richfield	05906109	Redu	YW16C&K	34	03S	09W
Richfield	05906107	Redu	YW17C&K	34	03S	09W
Richfield	05906603	Redu	YW18	34	03S	09W
Richfield	05906112	Redu	YW19	34	03S	09W
Richfield	05906319	Redu	YW2	33	03S	09W
Richfield	05906212	Redu	YW20	34	03S	09W
Richfield	05906113	Redu	YW21	34	03S	09W
Richfield	05920692	Redu	YW22	33	03S	09W
Richfield	05906602	Redu	YW24	34	03S	09W
Richfield	05906310	Redu	YW25	33	03S	09W
Richfield	05920701	Redu	YW26	33	03S	09W
Richfield	05906275	Redu	YW3	33	03S	09W
Richfield	05906288	Redu	YW4	33	03S	09W

(Seller) (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Richfield	05906320	Redu	YW6	33	03S	09W
Richfield	05906581	Redu	YW7	33	03S	09W
Richfield	05906609	Redu	YW8	33	03S	09W
Richfield	05920707	Redu	YW9	33	03S	09W
Richfield	05906230	Redu	Z1	32	03S	09W
Richfield	05906235	Redu	Z10	33	03S	09W
Richfield	05906243	Redu	Z12	33	03S	09W
Richfield	05921240	Redu	Z13	33	03S	09W
Richfield	05906233	Redu	Z17	33	03S	09W
Richfield	05906234	Redu	Z18	33	03S	09W
Richfield	05906231	Redu	Z2	32	03S	09W
Richfield	05906061	Redu	Z20	33	03S	09W
Richfield	05906312	Redu	Z22	33	03S	09W
Richfield	05906314	Redu	Z23	33	03S	09W
Richfield	05906068	Redu	Z24	33	03S	09W
Richfield	05906048	Redu	Z25	33	03S	09W
Richfield	05906071	Redu	Z26	33	03S	09W
Richfield	05906306	Redu	Z27	33	03S	09W
Richfield	05906069	Redu	Z28	33	03S	09W
Richfield	05906229	Redu	Z3	32	03S	09W
Richfield	05906525	Redu	Z30	33	03S	09W
Richfield	05906228	Redu	Z4	32	03S	09W
Richfield	05906246	Redu	Z5	33	03S	09W
Richfield	05906244	Redu	Z6	33	03S	09W
Richfield	05906245	Redu	Z8	33	03S	09W
Richfield	05900960	Redu	Z9	33	03S	09W
Richfield	05906227	Redu	ZW1	32	03S	09W
Richfield	05921278	Redu	ZW11	33	03S	09W
Richfield	05906548	Redu	ZW12	33	03S	09W
Richfield	05906524	Redu	ZW13	33	03S	09W
Richfield	05906232	Redu	ZW14	33	03S	09W
Richfield	05906236	Redu	ZW15	33	03S	09W
Richfield	05906247	Redu	ZW2	33	03S	09W
Richfield	05906248	Redu	ZW3	33	03S	09W
Richfield	05906254	Redu	ZW4	33	03S	09W
Richfield	05906060	Redu	ZW5	33	03S	09W
Richfield	05907329	Redu	ZW6	33	03S	09W
Richfield	05906313	Redu	ZW7	33	03S	09W
Richfield	05906526	Redu	ZW9	33	03S	09W

(Seller) (Buyer)

Exhibit A-3

Conveyed Agreements

- Leases
- Material Contracts
- Surface Agreements:

Instrument Date of Instrument Recording Data	Original Lessor (Grantor) / Lessee (Grantee)	Brief Description
Surface Lease 3/1/71 Book 9701 Page 381	Norma & William Boisseranc / Texaco, Inc.	Portion Lot 5 in Block 35 Yorba Linda Tract
Surface Rental Agr 12/31/71 Book 11056 Page 1473	Janet Ganong, Executrix / Texaco, Inc.	Portion Lot 4 in Block 33 and Lot 7 I Block 35 Yorba Linda Tract
Agreement 7/1/72 Unrecorded	Robert Etchandy, State College LLC, et al / Superior Oil Co	Lots 4 and 29 in Block 22 and Lots 3 and 4 in Block 25 Yorba Linda Tract
Grant of Easement and Surface Use 3/2/09 #2009000143928	Guarantee Royalties, Inc. et al / Greka Oil & Gas, Inc.	APN 346-162-01 APN 346-162-02
Surface Lease 2/9/71 Book 10368 Page 53	Frederick and Louise Thomson / Getty Oil Co.	Portion Lot 6 in Block 31 Yorba Linda Tract

_____ (Seller) _____ (Buyer)

- Permits:

Agency	Permit Description	Permit Number
South Coast Air Quality Management District	Crude Oil Wells (5-28)	172890
South Coast Air Quality Management District	Facility Air Permit To Operate	124723
City of Placentia	Oil Storage Tanks Business License	83233840
City of Yorba Linda	Oil Wells Business Certificate	30161
Orange County Fire Authority	Fire Authority Permit	66027
Department of Toxic Substance Control	Generation of Haz Waste EPA-ID	CAL000370095
Orange County Health Care Agency	CUPA Haz Mat Disclosure	FA0025339
State of California DOSH	Permit To Operate Air Pressure Tank	A011333-08
State of California DOSH	Permit To Operate Air Pressure Tank	A010241-14
State of California DOSH	Permit To Operate Air Pressure Tank	A021855-76
State of California DOSH	Permit To Operate Air Pressure Tank	A009205-67

_____ (Seller) _____ (Buyer)

Exhibit 1.1(a)

Allocated Amount

The entire Purchase Price is allocated to the Properties as a whole.

Exhibit 1.1(b)

Individuals for Seller's Knowledge

Alex G. Dimitrijevic

Exhibit 3.3

Allocation of Taxes

The entire Purchase Price is allocated to Class V assets.

(Seller) (Buyer)

Exhibit 4.1(e)

Pending Suits, Actions or Administrative Proceedings

Third Amended Order No. 1119C
Dated January 31, 2019
Issued by the California Department of Conservation, Division of Oil, Gas and Geothermal Resources
(the "DOGGR Action")

Jane A. Adams and John S. Adams, Trustees v. Seller
Orange County Superior Court
Case No. 30-2019-01079204-CU-BC-CIC
(the "Adams Action")

(Seller) (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Exhibit 4.1(f)

Material Contracts

Unit Agreement dated 10/15/69 for the Richfield East Dome Unit, Richfield Oil and Gas Field, Orange County, CA recorded on 12/30/69 in Book 9177, Page 873 in the Official Records of Orange County, CA

Unit Operating Agreement dated 10/15/69 for the Richfield East Dome Unit, Richfield Oil and Gas Field, Orange County, CA

Purchase and Sale Agreement dated 6/27/17 with El-Yorba Linda, LLC and Flora Etebar, Trustee of the Etebar Revocable Trust dated June 24, 1982 as buyers, pursuant to which the buyers have the right to plug wells Y-28, Y-31, Y-54, and Y-55 and remove the underground pipelines, equipment and similar appurtenant items.

(Seller) ______ (Buyer)

AGREEMENT OF SALE AND PURCHASE
(Richfield East Dome Unit – Orange County, CA)

Exhibit 4.1(g)

Encumbrances

Lien	Lienholder	Recording Date	Instrument Number
Deed of Trust	UBS AG, London Branch	05/26/16	2016000236771
Deed of Trust	UBS AG, London Branch	05/26/16	2016000236772
Deed of Trust	GLR, LLC	05/26/16	2016000236773
Tax Lien	California State Controller	08/15/17	2017343943
Tax Lien	California State Controller	12/12/18	2018463854
Tax Lien	California State Controller	07/08/19	2019240655
Tax Lien	California State Controller	10/24/18	2018385573

(Seller) (Buyer)

Exhibit 4.1(m)

Compliance of Laws

the DOGGR Action

(Seller) (Buyer)

Exhibit 4.1(n)

Compliance with Environmental Laws

the DOGGR Action

(Seller) (Buyer)

Exhibit 4.1(q)

Royalty Disclosures

$4,703,512.56

(Seller) _____ (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Exhibit 4.1(r)

Plugging Obligations

None

_____ (Seller) _____ (Buyer)

Exhibit 4.1(s)

Imbalances

None

(Seller) (Buyer)

Exhibit 4.1(t)

Preferential Rights

None

(Seller) (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Exhibit 4.1(u)

Required Consents

None

(Seller) (Buyer)

AGREEMENT OF SALE AND PURCHASE

(Richfield East Dome Unit – Orange County, CA)

Exhibit 6.2(a)

Form of Conveyance

Immediately follows

_____(Seller) _____(Buyer)

Recording Requested By and
When recorded, return to:)
)
REDU Holdings, LLC)
1536 Eastman Ave., Suite D)
Ventura, CA 93003)
)
)

BILL OF SALE, CONVEYANCE AND ASSIGNMENT

This Bill of Sale, Conveyance and Assignment (the "**Assignment**"), effective for all purposes as of August 1, 2019 (the "**Effective Date**"), is from HVI CAT CANYON, INC., a Colorado corporation (herein called "**Grantor**"), to REDU HOLDINGS, LLC, a Delaware limited liability company (herein called "**Grantee**"), whose mailing address is 1536 Eastman Avenue, Suite D Ventura, CA 93003.

ARTICLE 1

1.1 Properties. For and in consideration of Ten and No/100 Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has bargained, sold, transferred, assigned and conveyed, and by these presents does hereby bargain, sell, transfer, assign and convey unto Grantee, its successors and assigns, subject to the hereinafter stated exceptions, restrictions, covenants and conditions, the following described Properties, to-wit:

(a) All rights, titles and interests of Grantor in and to the leases set forth on Exhibit A-1 (the "**Leases**"); and

(b) All rights, titles and interests of Grantor in and to all natural gas, casinghead gas, drip gasoline, natural gasoline, natural gas liquids, condensate, products, crude oil and any other hydrocarbons, whether gaseous or liquids (the "**Hydrocarbons**"), oil, condensate, natural gas, salt water disposal, or water wells located on the Leases or lands pooled therewith, including without limitation, those listed on Exhibit A-2 (the "**Wells**"); and

(c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders and in and to the properties covered and the units created thereby (including all units formed under orders, rules, regulations, or other official acts of any federal, state, or other authority having jurisdiction, voluntary unitization agreements, designations and/or declarations) relating to the properties described in paragraphs (a) and (b) above; and

(d) All rights, titles and interests of Grantor in and to all presently existing and valid production sales (and sales related) contracts, operating agreements, and other agreements and contracts which relate to any of the properties described in paragraphs (a), (b) and (c) above, or which relate to the exploration, development, operation, or maintenance thereof or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto; and all such agreements and contracts are collectively "**Contracts**"); and

(e) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, improvements and other personal property and fixtures (including but not by way of limitation, all Wells, wellhead equipment, pumping units, pipelines, flowlines, gathering lines and systems, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) which relate to any of the properties described in paragraphs (a), (b) and (c) above (collectively "**Personal Property**"); and

(f) To the extent transferable, all rights, titles, and interests of Grantor in and to all easements, rights-of-way, surface leases and other surface rights, all permits and licenses, and all other appurtenances being used or held for use in connection with, or otherwise related to, the exploration, development, operation or maintenance of any of the properties described in paragraphs (a), (b) and (c) above, or the treatment, storage, transportation or marketing of production therefrom (or allocated thereto) (collectively "**Surface Interests**"); and

(g) To the extent transferable, all licenses, permits, contracts, pooling, unitization, joint operating agreements, processing agreements, division orders, rental agreements, equipment lease agreements, and all other agreements of any kind, including but not limited to those identified in Exhibit A-3, INSOFAR AND ONLY INSOFAR as the foregoing directly relate to or attributable to the Leases, Wells, Surface Interests, or Personal Property, the ownership or operation thereof, or the production, treatment, processing, compression, sale, transportation, gathering, storage, sale, or disposal of hydrocarbons; and

(h) All original records directly relating to the Leases, Surface Interests, Personal Property, and Agreements in the possession of Grantor; and

(i) To the extent transferable, all rights, titles and interests of Grantor in and to the carbon credits and air emission reduction credits, if any.

The properties, rights and interests specified in the foregoing subsections (a) through (i) and except for the Excluded Properties, are herein sometimes collectively called the "**Properties**" and individually a "**Property.**"

1.2 <u>Excluded Properties.</u> The Properties do not include, and there is hereby expressly excepted and excluded therefrom and reserved to Grantor:

(a) All rights and causes of action in favor of Grantor arising, occurring or existing prior to the Effective Date with respect to the Properties or production from the Properties (including, but not limited to, any and all royalties, contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature in favor of Grantor and relating and accruing to any time period prior to the Effective Date);

(b) All corporate, financial, tax and legal (other than title) records of Grantor, or operator;

(c) All contracts of insurance or indemnity in favor of Grantor, or any operator, bonds, letters of credit and guarantees of Grantor or any operator;

(d) Any refund or claim for refund of costs, taxes or expenses borne by Grantor attributable to the period prior to the Effective Date together with any interest due thereon to the extent they relate to the Properties, if any, together with any audit rights related thereto;

(e) All deposits, bonds, sureties, certificates of deposit, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date;

(f) Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any affiliate of Grantor or any business of Grantor or of any affiliate of Grantor;

(g) Any documents withheld or not transferred pursuant to the terms of the Purchase and Sale Agreement;

(h) Any seismic records and surveys, gravity maps, electric logs, geological or geophysical data and records that cannot be transferred without the consent of or payment to any third party unless such consent is obtained or Grantee elects to make such payment;

(i) All hedges, swaps, futures, collars, puts, calls, caps, options and other derivative-based contracts or transactions ("**Hedges**") including all proceeds derived from, related to or in connection with such contracts and transactions; and

(j) All of Grantor's computers, including software and software licenses, and all vehicles leased by Grantor located on the Properties.

The rights and interests specified in the foregoing subsections (a) through (j), inclusive, of this **Section 1.2** are collectively referred to as the "**Excluded Properties.**" It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

1.3 Warranty. Grantor agrees to warrant and defend title to the Properties unto Grantee, its respective successors and assigns, for a period of two (2) years from the date hereof, solely against liens, charges and encumbrances created by, through or under Grantor, but not otherwise. **GRANTOR PROVIDES NO WARRANTY OF TITLE, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AS TO THE VALIDITY OF THE PROPERTIES OR ITS TITLE IN OR TO THE PROPERTIES OR THE CONDITION, QUANTITY OR QUALITY OF THE PROPERTIES OR THE ENVIRONMENTAL CONDITION OF THE PROPERTIES (BOTH SURFACE AND SUBSURFACE) OR THE ACREAGE OF ANY OF THE PROPERTIES HEREBY CONVEYED, AND GRANTEE HAS SATISFIED ITSELF AS TO SAME.**

ARTICLE 2

2.1 Assumed Obligations. This Assignment is made by Grantor and accepted by Grantee subject to the following:

(a) All the terms, conditions and obligations contained and provided for in the Leases;

(b) The terms and conditions of all existing orders, rules, regulations and ordinances of any federal, state or other governmental agency that are applicable or related to the Properties;

(c) The terms and conditions of all existing licensing agreements, surface use agreements, operating agreements and water disposal agreements;

(d) All overriding royalty interests, restrictions, exceptions, reservations, burdens, encumbrances, conditions, limitations, interests, assignments, instruments, agreements and other matters, if any, that are of record in the public records of the County and State, referenced above, as of the Effective Date of this conveyance and that burden or affect the Properties;

(e) **GRANTOR EXPRESSLY DISCLAIMS AND NEGATES ANY WARRANTY AS TO THE CONDITION OF THE PROPERTIES, INCLUDING (I) MERCHANTABILITY OR CONDITION, (II) FITNESS FOR A PARTICULAR PURPOSE, (III) CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (IV) ANY RIGHTS OF GRANTEE UNDER APPLICABLE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, AND (V) ANY CLAIM BY GRANTEE FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN, IT BEING EXPRESSLY UNDERSTOOD BY GRANTEE THAT SAID PROPERTIES ARE BEING CONVEYED TO GRANTEE "AS IS, WHERE IS" WITH ALL FAULTS, AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR**; and

(f) That certain Agreement of Sale and Purchase between Grantor and Grantee effective August 1, 2019 which terms and conditions are incorporated herein by reference (the "**Purchase and Sale Agreement**").

ARTICLE 3

3.1 Successors and Assigns. The Provisions hereof shall inure to the benefit of and be binding upon the parties hereto, their respective legal representatives, successors and assigns.

3.2 Choice of Law and Venue. Without regard to principles of conflicts of law, this Assignment shall be construed and enforced in accordance with and governed by the laws of the state of California applicable to contracts made and to be performed entirely within such state and the laws of the United States of America. EACH PARTY HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT. Each of the parties hereby (a) irrevocably submits to the exclusive jurisdiction of the state and federal courts of Ventura County, California, for the purposes of any suit, action or proceeding arising out of or relating to this Agreement, and (b) waives, and agrees not to assert in any such suit, action or proceeding, any claim that (i) it is not personally subject to the jurisdiction of such court or of any other court to which proceedings in such court may be appealed; (ii) such suit, action or proceeding is brought in an inconvenient forum; or, (iii) the venue of such suit, action or proceeding is improper.

[*Remainder of page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF, the undersigned have executed this instrument on the date of the acknowledgment annexed hereto, but effective for all purposes as of August 1, 2019].

GRANTOR:

HVI CATA CANYON, Inc.

By: ______________________________
Name: Alex G. Dimitrijevic
Title: President and COO

GRANTEE:

REDU HOLDINGS, LLC

By: ______________________________
Name: William C. Kelleher
Title: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California

County of ________________

On ________________________, before me, __________________________________, a Notary Public, personally appeared ___________ ___________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________________ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy or validity of that document.

State of California

County of _______________

On _______________________, before me, _______________________________, a Notary Public, personally appeared ___________ __________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____________________________ (Seal)

EXHIBIT A-1

Attached to and made a part of that certain Bill of Sale, Conveyance and Assignment, effective August 1, 2019, by and between HVI Cat Canyon, Inc. and REDU Holdings, LLC

IT IS THE INTENT OF THIS ASSIGNMENT TO CONVEY ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST, OF WHATEVER NATURE IN AND TO THE PROPERTIES SET FORTH BELOW, REGARDLESS OF THE OMISSION OF ANY PARTICULAR LEASE OR LEASES, ERRORS IN DESCRIPTION, INCORRECT OR MISSPELLED NAMES OR INCORRECT RECORDING REFERENCES.

SUBJECT ACREAGE:

568 acres, more or less, as more fully described in that certain Unit Agreement for Richfield East Dome Unit, Richfield Oil and Gas Field, recorded on December 30, 1969 at Book 9177, Page 873 of the Official Records of Orange County, California.

SUBJECT LEASES:

1. Oil and Gas Lease dated November 08, 1926 by and between Martin Etchandy, as Lessor, and A. J. Delany, as Lessee, recorded in Book 19, Page 31 of the Lease Records of Orange County, California.

2. Oil and Gas Lease dated August 3, 1928 by and between Martin Etchandy, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 187, Page 109 of the Lease Records of Orange County, California.

3. Oil and Gas Lease dated May 29, 1929 by and between Lillian a. Jesson, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 275, Page 389 of the Lease Records of Orange County, California.

4. Oil and Gas Lease dated July 5, 1928 by and between John H. Mosley, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 250, Page 419 of the Lease Records of Orange County, California.

5. Oil and Gas Lease dated June 25, 1928 by and between E. Walter Pyne, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 174, Page 298 of the Lease Records of Orange County, California.

6. Oil and Gas Lease dated October 7, 1953 by and between Stern Realty, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 2607, Page 335 of the Lease Records of Orange County, California.

7. Oil and Gas Lease dated December 4, 1966 by and between Portfirio E. Duarte, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 502 of the Lease Records of Orange County, California.

8. Oil and Gas Lease dated December 4, 1966 by and between A. E. Hernandez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 379 of the Lease Records of Orange County, California.

9. Oil and Gas Lease dated December 4, 1966 by and between Mauel Pinedo, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 388 of the Lease Records of Orange County, California.

10. Oil and Gas Lease dated December 3, 1966 by and between Ramon P. Tovar, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 397 of the Lease Records of Orange County, California.

11. Oil and Gas Lease dated December 1, 1966 by and between Rudolf Garcia, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 406 of the Lease Records of Orange County, California.

12. Oil and Gas Lease dated December 3, 1966 by and between Louis Vargas, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 415 of the Lease Records of Orange County, California.

13. Oil and Gas Lease dated December 10, 1966 by and between Rudolph Arias, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 493 of the Lease Records of Orange County, California.

14. Oil and Gas Lease dated December 10, 1966 by and between Alexander Jimenez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 475 of the Lease Records of Orange County, California.

15. Oil and Gas Lease dated February 3, 1937 by and between John H. Wents, as Lessor, and A. D. Mitchell, as Lessee, recorded in Book 888, Page 151 of the Lease Records of Orange County, California.

16. Oil and Gas Lease dated December 19, 1966 by and between J. G. Joseph, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 424 of the Lease Records of Orange County, California.

17. Oil and Gas Lease dated December 15, 1966 by and between Phineas Solomon, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 484 of the Lease Records of Orange County, California.

18. Oil and Gas Lease dated December 21, 1966 by and between V. E. Buckmaster, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 433 of the Lease Records of Orange County, California.

19. Oil and Gas Lease dated December 22, 1966 by and between P. A. Waldworth, as Lessor, and RK Summy, Inc., as Lessee, recorded in

Book 8137, Page 442 of the Lease Records of Orange County, California.

20. Oil and Gas Lease dated December 29, 1965 by and between Lupa Vasquez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8156, Page 853 of the Lease Records of Orange County, California.

21. Oil and Gas Lease dated January 9, 1967 by and between Roman Catholic Archbishop of Los Angles, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8159, Page 313 of the Lease Records of Orange County, California.

22. Oil and Gas Lease dated January 7, 1967 by and between James R. Roberts, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8155, Page 396 of the Lease Records of Orange County, California.

23. Oil and Gas Lease dated January 13, 1967 by and between Freda Joseph, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8175, Page 248 of the Lease Records of Orange County, California.

24. Oil and Gas Lease dated February 16, 1967 by and between May H. Morrison, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8190, Page 553 of the Lease Records of Orange County, California.

25. Oil and Gas Lease dated February 20, 1967 by and between Gordon Boller, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8244, Page 316 of the Lease Records of Orange County, California.

26. Oil and Gas Lease dated February 23, 1967 by and between Jean E. Hathaway, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8190, Page 545 of the Lease Records of Orange County, California.

27. Oil and Gas Lease dated April 10, 1967 by and between Harold F. Taylor, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8311, Page 002 of the Lease Records of Orange County, California.

28. Oil and Gas Lease dated April 10, 1967 by and between Roy H. Scott, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8310, Page 987 of the Lease Records of Orange County, California.

29. Oil and Gas Lease dated April 10, 1967 by and between John C. Scott, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8336, Page 418 of the Lease Records of Orange County, California.

30. Oil and Gas Lease dated July 29, 1966 by and between Phyllis H. Mirelez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 272 of the Lease Records of Orange County, California.

31. Oil and Gas Lease dated July 27, 1966 by and between Joe Matinez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 263 of the Lease Records of Orange County, California.

32. Oil and Gas Lease dated July 25, 1966 by and between Efrain G. Savala, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 254 of the Lease Records of Orange County, California.

33. Oil and Gas Lease dated July 28, 1966 by and between Sabas Porras, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 245 of the Lease Records of Orange County, California.

34. Oil and Gas Lease dated August 1, 1966 by and between Antonio Moreno, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 236 of the Lease Records of Orange County, California.

35. Oil and Gas Lease dated August 2, 1966 by and between Helen V. Mirlez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 218 of the Lease Records of Orange County, California.

36. Oil and Gas Lease dated August 3, 1966 by and between E. W. Naess, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 210 of the Lease Records of Orange County, California.

37. Oil and Gas Lease dated May 2, 1968 by and between Jerome Weinberg, Inc., as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8602, Page 510 of the Lease Records of Orange County, California.

38. Oil and Gas Lease dated November 28, 1966 by and between Pauline V. Bayna Fordell, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 192 of the Lease Records of Orange County, California.

39. Oil and Gas Lease dated November 28, 1966 by and between Doris Maussnest, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8751, Page 739 of the Lease Records of Orange County, California.

40. Oil and Gas Lease dated August 6, 1966 by and between Walter B. Morlock, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8855, Page 870 of the Lease Records of Orange County, California.

41. Oil and Gas Lease dated August 9, 1966 by and between Eustaquio A. Vega, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 174 of the Lease Records of Orange County, California.

42. Oil and Gas Lease dated August 10, 1966 by and between theodore Sandoval, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 183 of the Lease Records of Orange County, California.

43. Oil and Gas Lease dated August 10, 1966 by and between Esther Gonzales, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 280 of the Lease Records of Orange County, California.

44. Oil and Gas Lease dated August 11, 1966 by and between Fred John Yalas, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 200 of the Lease Records of Orange County, California.

45. Oil and Gas Lease dated August 12, 1966 by and between Apolinar Ramirez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 289 of the Lease Records of Orange County, California.

46. Oil and Gas Lease dated August 12, 1966 by and between Ladisio Recendez, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 298 of the Lease Records of Orange County, California.

47. Oil and Gas Lease dated August 16, 1966 by and between E. R. Schmitt, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 307 of the Lease Records of Orange County, California.

48. Oil and Gas Lease dated August 18, 1966 by and between Family Plan Mortgage Company, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 316 of the Lease Records of Orange County, California.

49. Oil and Gas Lease dated August 19, 1966 by and between W. C. McCall, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 325 of the Lease Records of Orange County, California.

50. Oil and Gas Lease dated August 23, 1966 by and between Leo Harry Sad, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 459 of the Lease Records of Orange County, California.

51. Oil and Gas Lease dated August 26, 1966 by and between Mike G. Olivares, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 334 of the Lease Records of Orange County, California.

52. Oil and Gas Lease dated October 3, 1966 by and between Casimero R. Anguiana, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 343 of the Lease Records of Orange County, California.

53. Oil and Gas Lease dated November 22, 1966 by and between Bryan E. Gatewood, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 467 of the Lease Records of Orange County, California.

54. Oil and Gas Lease dated November 22, 1966 by and between Albert H. Rangel, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 352 of the Lease Records of Orange County, California.

55. Oil and Gas Lease dated November 25, 1966 by and between Bank of America, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 361 of the Lease Records of Orange County, California.

56. Oil and Gas Lease dated November 27, 1966 by and between Robert Flores, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8137, Page 370 of the Lease Records of Orange County, California.

57. Oil and Gas Lease dated September 15, 1927 by and between Joseph Mondotte, as Lessor, and Continental Oil Company, as Lessee, recorded in Book 96, Page 306 of the Lease Records of Orange County, California.

58. Oil and Gas Lease dated May 27, 1968 by and between Placentia Unified School District, as Lessor, and RK Summy, Inc., as Lessee, recorded in Book 8693, Page 883 of the Lease Records of Orange County, California.

59. Oil and Gas Lease dated January 31, 1955 by and between A. T. & S. F Railway, as Lessor, and James Herley, as Lessee, recorded in Book 3038, Page 443 of the Lease Records of Orange County, California.

60. Oil and Gas Lease dated June 22, 1967 by and between Hathaway Company, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8311, Page 118 of the Lease Records of Orange County, California.

61. Oil and Gas Lease dated August 28, 1968 by and between Stern Realty Company, as Lessor, and Superior Oil Company, as Lessee, recorded in Book 8720, Page 501 of the Lease Records of Orange County, California.

62. Oil and Gas Lease dated February 24, 1953 by and between Victor Lypps, as Lessor, and James Michelin, as Lessee, recorded in Book 2465, Page 371 of the Lease Records of Orange County, California.

63. Oil and Gas Lease dated March 22, 1954 by and between Emory P. Francis, as Lessor, and James Michelin, as Lessee, recorded in Book 2694, Page 001 of the Lease Records of Orange County, California.

64. Oil and Gas Lease dated May 29, 1940 by and between Walter E. Pyne, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1089, Page 591 of the Lease Records of Orange County, California.

65. Oil and Gas Lease dated May 29, 1940 by and between Rudolph Wetzer, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1062, Page 529 of the Lease Records of Orange County, California.

66. Oil and Gas Lease dated May 29, 1940 by and between Harry Helming, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1093, Page 361 of the Lease Records of Orange County, California.

67. Oil and Gas Lease dated May 29, 1940 by and between Ellen C. Wauberg, as Lessor, and Chiksan Oil Company, Ltd., as Lessee, recorded in Book 1094, Page 243 of the Lease Records of Orange County, California.

68. Oil and Gas Lease dated October 1, 1919 by and between Walter E. Pyne, as Lessor, and National Bank & Trust Company, as Lessee, recorded in Book 13, Page 60 of the Lease Records of Orange County, California.

69. Oil and Gas Lease dated November 16, 1967 by and between Jerome Weinberg, Inc., as Lessor, and Getty Oil Company, as Lessee, recorded in Book 8472, Page 592 of the Lease Records of Orange County, California.

70. Oil and Gas Lease dated January 3, 1927 by and between Samuel P. Mullen, as Lessor, and General Petroleum, as Lessee, recorded in Book 1, Page 355 of the Lease Records of Orange County, California.

71. Oil and Gas Lease dated April 20, 1927 by and between Chanslr-Canf. Midway Oil Company, as Lessor, and general Petroleum, as Lessee, recorded in Book 39, Page 247 of the Lease Records of Orange County, California.

72. Oil and Gas Lease dated March 17, 1919 by and between Nick Hugo, as Lessor, and Oscar R. Howard, as Lessee, recorded in Book 9, Page 354 of the Lease Records of Orange County, California.

73. Oil and Gas Lease dated October 1, 1945 by and between Stern Realty Company, as Lessor, and basin Oil Company, as Lessee, recorded in Book 1380, Page 179 of the Lease Records of Orange County, California.

Richfield East Dome Unit
568 acres Unitized in Section 27, 28, 29, 32, 33, and 34 of T-3-S, R-9-W

MINERAL LEASES

Lessor:	Richards Fletcher Evans, Rosa B. Evans. Marion S. Flippen, Anna M. Richards, Eliza Travis Flippen, Wade H. Flippen, Jeannette Flippen, Edith H. Flippen
Dated:	August 24, 1943
Recorded:	V1229/P271

Lessor:	Benoit Oxandabourne, Gracreuse Oxandbourne, Ralph A. Phillips, Frances L. Phillips, Gertrude D. Wilson
Dated:	April 25, 1962
Recorded:	V6139/P014

Lessor:	Ralph A. Phillips, Frances L. Phillips, Gertrude D. Wilson
Dated:	25, 1962
Recorded:	V6139/P015

Lessor:	Lilah O. Nicchols, Frank H. Nichols, Clara Wells Lambert, Leta W. Abbot
Dated:	April 25, 1962
Recorded:	V6139/P027

Lessor:	Lilah O. Nicchols, Frank H. Nichols, Clara Wells Lambert, Leta W. Abbot
Dated:	April 25, 1962
Recorded:	V6139/P028

Lessor:	David C. Bright, William C. Bright
Dated:	April 25, 1962
Recorded:	V6139/P042

Lessor:	Charles F. Ahline
Dated:	April 25, 1962
Recorded:	V6217/P383

Lessor:	Charles F. Ahline
Dated:	April 25, 1962
Recorded:	V6217/P384

Lessor:	Charles L. Wilson, Hermine Lucy Jenkins
Dated:	September 24, 1944
Recorded:	V1251/P532

Lessor:	J.D. Kenner, Crystal M. Kenner
Dated:	September 24, 1944
Recorded:	V1258/P458

Lessor:	Thomas Bradford McMurtrey
Dated:	September 24, 1944
Recorded:	V1261/P101

Lessor:	G.W. Wells, Clara L. Wells, D.H. Blume, Annie F. Blume, John H. Nichols, Josephine E. Nichols, Colistia A. Wilson, Earl M. Bright, Ralph A. Phillips, Frances L. Phillips
Dated:	September 24, 1944
Recorded:	V1261/P110

Lessor:	Bertie Domann, May E. Dennis, N.T. Edwards, May L. Edwards, W.J. Cheney, Eva F. Cheney, Roberta Lee Fixen, Sally W. Koehler, Elizabeth Cobb
Dated:	September 24, 1944
Recorded:	V1261/P110

Lessor:	Anaheim Union Water Company
Dated:	February 10, 1926
Recorded:	V0057/P081

Lessor:	Rosa Yorba Locke, Herman F. Lock
Dated:	June 2, 1926
Recorded:	V0059/P084

Lessor: Laurie Vejar, Carrie Vejar, Beatrice Vejar De Soto, Ernest De Soto, Ramona Vejar, Theresa Vejar McEachin, Earl McEachin, Sophia Vejar Jones, Lawrence Jones
Dated: February 1, 1926
Recorded: V0059/P317

Lessor: Anaheim Union Water Company
Dated: March 15, 1943
Recorded: V1193/P087

Lessor: Adolf Schoepe, Martha Virginia Schoepe
Dated: April 1, 1965
Recorded: V7520/P832

Lessor: Adolf Schoepe, Martha Virginia Schoepe
Dated: May 22, 1967
Recorded: V8317/P176

Lessor: Richard F. Hathaway
Dated: May 16, 1949
Recorded: V606/P735

Lessor: Mayme C. Nelson
Dated: July 13, 1949
Recorded: V1897/P292

Lessor: Agapito Munoz
Dated: July 13, 1949
Recorded: V2030/P1

Lessor: Adelaide V. Krause
Dated: July 5, 1949
Recorded: V1897/P305

Lessor: Avalon A. Adams, Trustee
Dated: June 26, 1971
Recorded: V9701/P330

Lessor: Municipal Securities Company
Dated: March 23, 1957
Recorded: V3990/P568

Lease Date	Lessor	Lessee	Recorded Book/Page
8/1/66	Louis O. Dorado, Jr. Et Ux	R.K. Sunny, Inc.	8137 227

Mineral Deed dated 10/1/90, Mobil Exploration & Production North America, Inc. Grantor, Omimer Petroleum, Inc., Grantee, recorded Official Records as document no. 91-100760.

Lessor	Date Of Lease	Original Lessee	Recorded Book/Page	REDU Tract#
			Orange County	
Ricardo De Casas	06/22/50	Hathaway Co.	2044 / 379	
Lola M. Hathaway	08/10/29	Oscar R. Howard	592 / 329	48
Lucy A. Kammerer	03/08/54	Hathaway Co.	2093/ 616	58
Joseph W. Johnson	04/10/19	Amalgamated Oil	10 / 90	58
P.W. & V.B. Thomson	04/30/19	Amalgamated Oil	10 / 258	59
Emma J. Bayha	05/17/19	Amalgamated Oil	10 / 355	60A
Jerome Weinberg, Inc.	11/16/67	Getty Oil, Inc.	8472 / 592	60A
E.L. Danker	09/09/57	Hathaway Co.	4051 / 365	65
Olive Krug	04/26/19	M.P. Waite	10 / 310	63
George W. Issac	08/02/19	Petro Midway Co.	11 / 198	64
Dr. SW Dove et al	10/16/19	Robert M. Shearer	13 / 81	69
Norman T. Boisseranc	03/30/20	Robert M. Shearer (Lots 5 & 10 of Block 35 of Yorba Linda Tract as shown in Book 5, Pages 17 & 18 of Miscel. Maps, Orange County, CA.)		69
Avalon A. Adams, Trste	06/26/71	Texaco	9701 / 284	70
Avalon A. Adams, Trste	06/26/71	Texaco	9701 / 307	72-2
Ivan Collier	10/01/72	Texaco	10412 / 787	47
Norman Boiseranc	03/01/71	Texaco	9701 / 381	69
F.D. & L.D. Thomson	02/09/71	Getty Oil Co.	10368 / 53	59
J.K. Ganong (Koch Est)	12/31/71	Texaco	11056 / 147	69
Agnes E. Schlacter	10/04/27	Conoco	95 / 241	43
Gerardo R. Navarro	07/25/21	Sam P. Mullen	27 / 43	44
Chansolor-Canfield	12/31/28	Conoco	Ptns. Of Lots 1-10, 16-27, inclusive Midway Oil Blk 23 of Richfield Townsite, map thereof recorded June 15, 1888 in Book 31, Page 61, Los Angeles County.	
E. Walter Payne	10/01/19	Nat'l Bank & Trst.	18 / 64	48
E. Walter Payne	01/06/20	Harrington-Dumas	12 / 294	50
E.P. Francis	07/30/61	State Explor. Co	2412 / 272	51
Margaret M. Lee	01/29/52	State Explor. Co.	2412 / 266	52
Stern Realty Co.	05/01/51	State Explor. Co.	2413 / 75	53
Stern Realty Co.	05/01/51	State Explor. Co.	2413 / 75	55
Stern Realty Co.	0/18/53	State Explor. Co.	2617 / 351	56
Katherine Yamell	04/10/28	Merchants Petro.	158 / 1	61
Stern Realty Co.	08/30/29	Jimsco Oil Co.	308 / 324	64
Cloyd Laibe et al	11/01/65	Union Oil Co.	8287 / 250:	8305 / 96
Merchants Petroleum Co.	06/20/28	Union Oil Co.	172 / 233	23
Stern Realty	11/01/18	Union Oil Co.	7 / 185	4

California Trust Co.	08/27/54	Arrowhead Oil Co.	7407 / 285	41
A. Wardman et ux	01/04/19	F.M. Shelby	9 / 240	62
John S. Zuckerman et ux	07/12/29	Bradford Bros., Inc.	295 / 80	4
E. Walter Payne	05/29/40	Chiksan Oil Co.	1089 / 591	49
Stern Realty Co.	10/01/45	Basin Oil Co.	1380 / 179	65

EXHIBIT A-2

Attached to and made a part of that certain Bill of Sale, Conveyance and Assignment, effective August 1, 2019, by and between HVI Cat Canyon, Inc. and REDU Holdings, LLC

Field Name	API #	Lease Name	Well #	Section	Township	Range
Richfield	05921503		WW1	33	03S	09W
Richfield	05906250	Redu	X10	33	03S	09W
Richfield	05906562	Redu	X11	33	03S	09W
Richfield	05906454	Redu	X12	33	03S	09W
Richfield	05902952	Redu	X14	33	03S	09W
Richfield	05902951	Redu	X15	33	03S	09W
Richfield	05906251	Redu	X16	33	03S	09W
Richfield	05906462	Redu	X17	33	03S	09W
Richfield	05906241	Redu	X2	33	03S	09W
Richfield	05906547	Redu	X20	33	03S	09W
Richfield	05906059	Redu	X21	33	03S	09W
Richfield	05906510	Redu	X22	33	03S	09W
Richfield	05906052	Redu	X23	33	03S	09W
Richfield	05906054	Redu	X24	33	03S	09W
Richfield	05906056	Redu	X25	33	03S	09W
Richfield	05906249	Redu	X3	33	03S	09W
Richfield	05920660	Redu	X31	33	03S	09W
Richfield	05920659	Redu	X32	33	03S	09W
Richfield	05920661	Redu	X33	33	03S	09W
Richfield	05920663	Redu	X35	33	03S	09W
Richfield	05920662	Redu	X36	33	03S	09W
Richfield	05920664	Redu	X37	33	03S	09W
Richfield	05906644	Redu	X38	33	03S	09W
Richfield	05906643	Redu	X39	33	03S	09W
Richfield	05906519	Redu	X4	33	03S	09W
Richfield	05906646	Redu	X40	33	03S	09W
Richfield	05906307	Redu	X41	33	03S	09W
Richfield	05906309	Redu	X42	33	03S	09W
Richfield	05906638	Redu	X43	33	03S	09W
Richfield	05920912	Redu	X47	33	03S	09W
Richfield	05921242	Redu	X48	33	03S	09W
Richfield	05921273	Redu	X49	33	03S	09W
Richfield	05906064	Redu	X5	33	03S	09W

Richfield	05921271	Redu	X50	33	03S	09W
Richfield	05906252	Redu	X8	33	03S	09W
Richfield	05906063	Redu	X9	33	03S	09W
Richfield	05906035	Redu	XW1	32	03S	09W
Richfield	05906050	Redu	XW10R	33	03S	09W
Richfield	05906649	Redu	XW11	33	03S	09W
Richfield	05906641	Redu	XW12	33	03S	09W
Richfield	05906468	Redu	XW13	33	03S	09W
Richfield	05906560	Redu	XW14	33	03S	09W
Richfield	05906240	Redu	XW15	33	03S	09W
Richfield	05921241	Redu	XW16	33	03S	09W
Richfield	05921251	Redu	XW17	33	03S	09W
Richfield	05906639	Redu	XW18	33	03S	09W
Richfield	05920665	Redu	XW19	33	03S	09W
Richfield	05906065	Redu	XW2	33	03S	09W
Richfield	05921272	Redu	XW20	33	03S	09W
Richfield	05906563	Redu	XW21	33	03S	09W
Richfield	05906051	Redu	XW3	33	03S	09W
Richfield	05906053	Redu	XW4	33	03S	09W
Richfield	05906057	Redu	XW5	33	03S	09W
Richfield	05906055	Redu	XW6	33	03S	09W
Richfield	05906637	Redu	XW7	33	03S	09W
Richfield	05920666	Redu	XW8	33	03S	09W
Richfield	05906305	Redu	XW9	33	03S	09W
Richfield	05906316	Redu	Y1	33	03S	09W
Richfield	05906276	Redu	Y11	33	03S	09W
Richfield	05906291	Redu	Y12	33	03S	09W
Richfield	05906610	Redu	Y13	33	03S	09W
Richfield	05920704	Redu	Y14	33	03S	09W
Richfield	05920705	Redu	Y15	33	03S	09W
Richfield	05920706	Redu	Y16	33	03S	09W
Richfield	05920703	Redu	Y17	33	03S	09W
Richfield	05920702	Redu	Y18	33	03S	09W
Richfield	05920694	Redu	Y19	33	03S	09W
Richfield	05906282	Redu	Y2	33	03S	09W
Richfield	05920695	Redu	Y20	33	03S	09W
Richfield	05920691	Redu	Y22	33	03S	09W
Richfield	05906601	Redu	Y27	34	03S	09W
Richfield	05906217	Redu	Y28	34	03S	09W
Richfield	05906281	Redu	Y3	33	03S	09W
Richfield	05906605	Redu	Y30	34	03S	09W

Richfield	05906218	Redu	Y31	34	03S	09W
Richfield	05906221	Redu	Y35	34	03S	09W
Richfield	05906108	Redu	Y36	34	03S	09W
Richfield	05906105	Redu	Y37	34	03S	09W
Richfield	05906104	Redu	Y38	34	03S	09W
Richfield	05906286	Redu	Y4	33	03S	09W
Richfield	05906604	Redu	Y40	34	03S	09W
Richfield	05906222	Redu	Y41	34	03S	09W
Richfield	05906106	Redu	Y42	34	03S	09W
Richfield	05906210	Redu	Y43	34	03S	09W
Richfield	05906110	Redu	Y46	34	03S	09W
Richfield	05906114	Redu	Y47	34	03S	09W
Richfield	05906111	Redu	Y49	34	03S	09W
Richfield	05920913	Redu	Y53	33	03S	09W
Richfield	05920987	Redu	Y54	34	03S	09W
Richfield	05920988	Redu	Y55	34	03S	09W
Richfield	05906287	Redu	Y6	33	03S	09W
Richfield	05906279	Redu	Y9	33	03S	09W
Richfield	05906317	Redu	YW1	33	03S	09W
Richfield	05920708	Redu	YW10	33	03S	09W
Richfield	05906578	Redu	YW11	33	03S	09W
Richfield	05906579	Redu	YW12	33	03S	09W
Richfield	05906298	Redu	YW13	33	03S	09W
Richfield	05906295	Redu	YW14	34	03S	09W
Richfield	05906121	Redu	YW15C&K	34	03S	09W
Richfield	05906109	Redu	YW16C&K	34	03S	09W
Richfield	05906107	Redu	YW17C&K	34	03S	09W
Richfield	05906603	Redu	YW18	34	03S	09W
Richfield	05906112	Redu	YW19	34	03S	09W
Richfield	05906319	Redu	YW2	33	03S	09W
Richfield	05906212	Redu	YW20	34	03S	09W
Richfield	05906113	Redu	YW21	34	03S	09W
Richfield	05920692	Redu	YW22	33	03S	09W
Richfield	05906602	Redu	YW24	34	03S	09W
Richfield	05906310	Redu	YW25	33	03S	09W
Richfield	05920701	Redu	YW26	33	03S	09W
Richfield	05906275	Redu	YW3	33	03S	09W
Richfield	05906288	Redu	YW4	33	03S	09W
Richfield	05906320	Redu	YW6	33	03S	09W
Richfield	05906581	Redu	YW7	33	03S	09W
Richfield	05906609	Redu	YW8	33	03S	09W

Richfield	05920707	Redu	YW9	33	03S	09W
Richfield	05906230	Redu	Z1	32	03S	09W
Richfield	05906235	Redu	Z10	33	03S	09W
Richfield	05906243	Redu	Z12	33	03S	09W
Richfield	05921240	Redu	Z13	33	03S	09W
Richfield	05906233	Redu	Z17	33	03S	09W
Richfield	05906234	Redu	Z18	33	03S	09W
Richfield	05906231	Redu	Z2	32	03S	09W
Richfield	05906061	Redu	Z20	33	03S	09W
Richfield	05906312	Redu	Z22	33	03S	09W
Richfield	05906314	Redu	Z23	33	03S	09W
Richfield	05906068	Redu	Z24	33	03S	09W
Richfield	05906048	Redu	Z25	33	03S	09W
Richfield	05906071	Redu	Z26	33	03S	09W
Richfield	05906306	Redu	Z27	33	03S	09W
Richfield	05906069	Redu	Z28	33	03S	09W
Richfield	05906229	Redu	Z3	32	03S	09W
Richfield	05906525	Redu	Z30	33	03S	09W
Richfield	05906228	Redu	Z4	32	03S	09W
Richfield	05906246	Redu	Z5	33	03S	09W
Richfield	05906244	Redu	Z6	33	03S	09W
Richfield	05906245	Redu	Z8	33	03S	09W
Richfield	05900960	Redu	Z9	33	03S	09W
Richfield	05906227	Redu	ZW1	32	03S	09W
Richfield	05921278	Redu	ZW11	33	03S	09W
Richfield	05906548	Redu	ZW12	33	03S	09W
Richfield	05906524	Redu	ZW13	33	03S	09W
Richfield	05906232	Redu	ZW14	33	03S	09W
Richfield	05906236	Redu	ZW15	33	03S	09W
Richfield	05906247	Redu	ZW2	33	03S	09W
Richfield	05906248	Redu	ZW3	33	03S	09W
Richfield	05906254	Redu	ZW4	33	03S	09W
Richfield	05906060	Redu	ZW5	33	03S	09W
Richfield	05907329	Redu	ZW6	33	03S	09W
Richfield	05906313	Redu	ZW7	33	03S	09W
Richfield	05906526	Redu	ZW9	33	03S	09W

EXHIBIT A-3

Attached to and made a part of that certain Bill of Sale, Conveyance and Assignment, effective August 1, 2019, by and between HVI Cat Canyon, Inc. and REDU Holdings, LLC

- Leases
- Unit Agreement dated 10/15/69 for the Richfield East Dome Unit, Richfield Oil and Gas Field, Orange County, CA recorded on 12/30/69 in Book 9177, Page 873 in the Official Records of Orange County, CA
- Unit Operating Agreement dated 10/15/69 for the Richfield East Dome Unit, Richfield Oil and Gas Field, Orange County, CA
- Purchase and Sale Agreement dated 6/27/17 with El-Yorba Linda, LLC and Flora Etebar, Trustee of the Etebar Revocable Trust dated June 24, 1982 as buyers, pursuant to which the buyers have the right to plug wells Y-28, Y-31, Y-54, and Y-55 and remove the underground pipelines, equipment and similar appurtenant items.
- Surface Agreements:

Instrument Date of Instrument Recording Data	Original Lessor (Grantor) / Lessee (Grantee)	Brief Description
Surface Lease 3/1/71 Book 9701 Page 381	Norma & William Boisseranc / Texaco, Inc.	Portion Lot 5 in Block 35 Yorba Linda Tract
Surface Rental Agr 12/31/71 Book 11056 Page 1473	Janet Ganong, Executrix / Texaco, Inc.	Portion Lot 4 in Block 33 and Lot 7 I Block 35 Yorba Linda Tract
Agreement 7/1/72 Unrecorded	Robert Etchandy, State College LLC, et al / Superior Oil Co	Lots 4 and 29 in Block 22 and Lots 3 and 4 in Block 25 Yorba Linda Tract
Grant of Easement and Surface Use 3/2/09 #2009000143928	Guarantee Royalties, Inc. et al / Greka Oil & Gas, Inc.	APN 346-162-01 APN 346-162-02
Surface Lease 2/9/71 Book 10368 Page 53	Frederick and Louise Thomson / Getty Oil Co.	Portion Lot 6 in Block 31 Yorba Linda Tract

- Permits:

Agency	Permit Description	Permit Number
South Coast Air Quality Management District	Crude Oil Wells (5-28)	172890
South Coast Air Quality Management District	Facility Air Permit To Operate	124723
City of Placentia	Oil Storage Tanks Business License	83233840
City of Yorba Linda	Oil Wells Business Certificate	30161
Orange County Fire Authority	Fire Authority Permit	66027
Department of Toxic Substance Control	Generation of Haz Waste EPA-ID	CAL000370095
Orange County Health Care Agency	CUPA Haz Mat Disclosure	FA0025339
State of California DOSH	Permit To Operate Air Pressure Tank	A011333-08
State of California DOSH	Permit To Operate Air Pressure Tank	A010241-14
State of California DOSH	Permit To Operate Air Pressure Tank	A021855-76
State of California DOSH	Permit To Operate Air Pressure Tank	A009205-67